

**AT&T SOUTH CAROLINA and SPRINT CLEC
Disputed Point List (DPL) - CLEC
GENERAL TERMS AND CONDITIONS – PART A**

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
AT&T GTC Issue 1	General Terms and Conditions – Part A - Scope and Purpose	1a. How should Purpose and Scope be described? 1b. What is the Scope of AT&T's obligation? See also Attachment 3 – Section 2.1	<p>1. Purpose and Scope</p> <p>1.1 This Agreement specifies the rights and obligations of the parties with respect to the implementation of their respective duties under <u>Sections 251 and 252</u> of the Act.</p> <p>1.2 Telecommunications or Information Service. This Agreement may be used by either Party to exchange Telecommunications Service or Information Service.</p> <p>1.3 Interconnected VoIP Service. The FCC has yet to determine whether Interconnected VoIP service is Telecommunications Service or Information Service. Notwithstanding the foregoing, this Agreement may be used by either Party to exchange Interconnected VoIP Service traffic</p> <p>1.4 Sprint Wholesale Services. This Agreement may be used by Sprint to exchange traffic associated with jointly provided Authorized Services to a subscriber through Sprint wholesale arrangements with third-party providers ("Sprint Third Party Provider(s)"). Subscriber traffic of a Sprint Third Party Provider ("Sprint Third Party Provider Traffic") is not Transit Service traffic under this Agreement. Sprint Third Party Provider Traffic traversing the Parties' respective networks shall be deemed to be and treated under this Agreement (a) as Sprint traffic when it originates with a Sprint Third Party</p>	<p>AT&T's proposed statement of the Purpose and Scope is appropriate and correctly sets forth the obligations of the Parties. AT&T is only obligated to provide a Section 251 agreement for the limited purpose of providing access to interconnection, unbundled network elements, ancillary functions and resale. Sprint's position advocates that the ICA cover some broad array of services under the Act</p> <p>It is important to include Sections 251 and 252 of the Act; otherwise, the term the Act is too broad to be covered under this agreement.</p>	Using appropriate terms, should appropriately describe the overall use, recognizing the breadth of Sprint's rights as a requesting carrier under Applicable Law.

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			<p><i>Provider subscriber and either (i) terminates upon the AT&T-9STATE network or (ii) is transited by the AT&T-9STATE network to a Third Party, and (b) as AT&T-9STATE traffic when it originates upon AT&T-9STATE's network and is delivered to Sprint's network for termination. Although not anticipated at this time, if Sprint provides wholesale services to a Sprint Third Party Provider that does not include Sprint providing the NPA-NXX that is assigned to the subscriber, Sprint will notify AT&T-9STATE in writing of any Third Party Provider NPA-NXX number blocks that are part of such wholesale arrangement.</i></p> <p>1.5 Affiliates and Network Managers</p> <p>1.5.1 Nothing in this Agreement shall prohibit Sprint from enlarging its wireless network through the use of a Sprint Affiliate or management contracts with non-Affiliate third parties (hereinafter "Network Manager(s)") for the construction and operation of a wireless system under a Sprint or Sprint Affiliate license. Traffic traversing such extended networks shall be deemed to be and treated under this Agreement (a) as Sprint traffic when it originates on such extended network and either (i) terminates upon the AT&T-9STATE network or (ii) is transited by the AT&T-9STATE network to a Third Party, and (b) as AT&T-9STATE traffic when it originates upon AT&T-9STATE's network and terminates upon such extended network. All billing for or related to such traffic and for the interconnection facilities provisioned under</p>	<p>1.2 Sprint's language is overly broad.1.3 AT&T's network is technology neutral and therefore this language is not needed. Furthermore, AT&T is not sure what is meant by the term Interconnected VoiP Service. Clear terms and conditions for all traffic exchanged between Sprint and AT&T is included in ATT 3 of the Agreement.</p> <p>1.4 AT&T is unclear as to what is meant by Sprint Wholesale Services. The terms of the agreement apply to the Parties of the Agreement.</p> <p>1.5 – 1.5.2 - This language is irrelevant and not applicable in the CLEC agreement.</p>	

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			<p><i>this Agreement by AT&T-9STATE to Sprint for use by a Sprint Affiliate or Network Managers under a Sprint or Sprint-Affiliate license will (a) be in the name of Sprint, (b) identify the Sprint Affiliate or Network Manager as applicable, and (c) be subject to the terms and conditions of this Agreement; and, Sprint will remain liable for all such billing hereunder. To expedite timely payment, absent written notice to the contrary from Sprint, AT&T-9STATE shall directly bill the Sprint Affiliate or Network Manager that orders interconnection facilities for all charges under this Agreement associated with both the interconnection facilities and the exchange of traffic over such facilities.</i></p> <p>1.5.2 A Sprint Affiliate or Network Manager identified in Exhibit A may purchase on behalf of Sprint, services offered to Sprint in this Agreement at the same rates, terms and conditions that such services are offered to Sprint provided that such services should only be purchased to provide Authorized Services under this Agreement by Sprint, Sprint's Affiliate and its Network Managers. Notwithstanding that AT&T-9STATE agrees to bill a Sprint Affiliate or Network Manager directly for such services in order to expedite timely billing and payment from a Sprint Affiliate or Network Manager, Sprint shall remain fully responsible under this Agreement for all services ordered by the Sprint Affiliate or Network Manager under this Agreement. Upon Sprint's providing AT&T9-State a ten-day (10) day written notice requesting an amendment to Exhibit A to</p>		

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			<i>add or delete a Sprint Affiliate or Network Manager, the parties shall cause an amendment to be made to this Agreement within no more than an additional thirty (30) days from the date of such notice to effect the requested additions or deletions to Exhibit A.</i>		
AT&T GTC Issue 2	General Terms and Conditions _Part A - Section 33.5- Effective Date of Agreement General Terms and Conditions – Part A - Section 2 – Term of the Agreement	RESOLVED	.		
AT&T GTC Issue 3	General Terms and Conditions – Part A – Sections 2a.1, 2a.2, 2a.3	AT&T's Issues: What Is the appropriate language to reference tariffs and other external documents? In section 2a.3.4	<u>2a.1 Referenced Documents:</u> <u>2a.1.1 Any reference throughout this Agreement to an industry guideline, AT&T-9STATE's technical guideline or referenced AT&T-9STATE business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this Agreement, shall be</u>	It is appropriate to reference tariffs and external documents, e.g, Tariffs/price lists, industry technical references, AT&T CLEC online web site and incorporate them within the Interconnection Agreement by reference. These documents are amended from time to time as required or allowed.	Only AT&T's proposed subsection "References" is appropriate. It should be renumbered as Section 3 and not, however, otherwise include any portion of AT&T's heading or text of its proposed "Referenced Documents". It is inappropriate to include a

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		<p>and 2a.3.5, is the phrase “to implement rights or obligations under this Agreement” necessary in this Tariff References?</p> <p>.....</p> <p>Sprint’s Issue: When and where may it be appropriate to incorporate tariffs or other external materials by reference?</p> <p>Is it appropriate to reference tariffs and other external documents and references</p>	<p><u>construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference, and may be found at AT&T’s CLEC Online website.</u></p> <p>2a.2 References:</p> <p>2a.2.1 References herein to Sections, Paragraphs, Attachments, Exhibits, Parts and Schedules shall be deemed to be references to Sections, Paragraphs, Attachments and Parts of, and Exhibits, Schedules to this Agreement, unless the context shall otherwise require.</p> <p><u>2a.3 Tariff References:</u></p> <p><u>2a.3.1 References to state tariffs throughout this Agreement shall be to the currently effective tariff for the state or jurisdiction in which the services were provisioned; provided however, where certain AT&T-9STATE services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the service description, price list or other agreement pursuant to which AT&T-9STATE provides such services as a result of detariffing or deregulation.</u></p>	<p>Section 2a.3.4 and 2a.3.5: No. The phrase “to implement rights or obligations under this Agreement” is unnecessary and adds confusion. It is unclear as to what Sprint is trying to convey with this statement.</p>	<p>general incorporation by reference provision that enables either party to alter material terms of Agreement via unilateral change to referenced material outside of agreement.</p> <p>If there are applicable matters outside the Agreement that warrant incorporation by reference then such matters should be specifically identified by ATT within the appropriate section(s) to which such matter may pertain. This language has not previously been necessary and Sprint does not agree there is a need for it now.</p>

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		which are utilized to interconnect the Parties networks in the interconnection agreement?	<p><u>2a.3.2 Wherever the term “customer” is used in connection with AT&T-9STATE’s retail tariffs, the term “customer” means the ultimate consumer or the End User of any tariffed service.</u></p> <p><u>2a.3.3 No reference to tariffs in this Agreement shall be interpreted or construed as permitting CLEC to purchase Interconnection Services, under such tariff. Except where expressly permitted elsewhere in this Agreement, notwithstanding the availability of Interconnection Services under tariffs in some AT&T-9STATE incumbent ILEC states, CLEC agrees that any purchase of Interconnection Services addressed by this Agreement or required to be offered by AT&T-9STATE under Section 251 of the Act, shall be purchased solely pursuant to the terms, condition and rates set forth in this Agreement. To the extent that complete terms, conditions and/or rates for any Interconnection Service are not contained in this Agreement at the time CLEC seeks to order such services, the Parties shall amend this Agreement to include such terms, conditions and rates prior to CLEC submitting such order. The rates for Interconnection Services inadvertently or improperly ordered prior to an agreement of the Parties on terms, conditions and/or rates is addressed in the Pricing Schedule.</u></p> <p>2a.3.4 Nothing in this Agreement shall preclude Sprint from purchasing any services or Facilities under any applicable and effective AT&T-9STATE tariff or subsequent</p>		

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			<p>service offering that results from detariffing/deregulation (collectively “tariffs/service offerings” <i>to implement rights or obligations under this Agreement</i>. Each party hereby incorporates by reference those provisions of its tariffs/service offerings that govern the provision of any of the services or facilities provided hereunder. References to tariffs throughout this Agreement shall be to the currently effective tariff/service offering for the state or jurisdiction in which the services were provisioned. In the event of a conflict between a provision of this Agreement and a provision of an applicable tariff/service offering, the Parties agree to negotiate in good faith to attempt to reconcile and resolve such conflict. If any provisions of this Agreement and an applicable tariff/service offering cannot be reasonably construed or interpreted to avoid conflict, and the Parties cannot resolve such conflict through negotiation, such conflict shall be resolved as follows:</p> <p>2a.3.4.1 Unless otherwise provided herein, if the service or Facility is ordered from the tariff/service offering, the terms and conditions of the tariff/service offering shall prevail.</p> <p>2a.3.4.2 If the service is ordered <i>to implement rights or obligations under <u>from</u></i> this Agreement <i><u>(other</u></i></p>		

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			<p><u>than resale</u>), and the Agreement expressly references a term, condition or rate of a tariff, such term, condition or rate of the tariff shall prevail.</p> <p>2a.3.5 If the service is ordered <i>to implement rights or obligations under <u>from</u></i> this Agreement, and the Agreement references the tariff for purposes of the rate only, then to the extent of a conflict as to the terms and conditions in the tariff/service offering and any terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.</p> <p>2a.3a <u>Intentionally left blank.</u> <i>Existing AT&T-9STATE operating procedures and interface documentation shall be made available for Sprint's review within 30 days of execution of this Agreement. In the case of any conflict between AT&T-9STATE procedures and the terms, conditions and intent of this Agreement, the Parties will negotiate any modifications to such procedures which may be required to support the terms, conditions and intent of this agreement. In the event that there are existing operations manuals, AT&T-9STATE informational or instructional web sites, documented change controls processes, or joint implementation plans, currently in place or previously negotiated by the parties, Sprint and AT&T-9STATE agree that they will be reviewed for accuracy and validity under this Agreement and updated, modified, or</i></p>		

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			<i>replaced as necessary. AT&T-9STATE will advise Sprint of changes to the operating procedures and interface documentation on a mutually agreeable basis.</i>		
AT&T GTC Issue 4	General Terms and Conditions – Part A - Section 2b - Insurance	<p>AT&T Issue: 4a) What are the appropriate insurance provisions and, 4b) should the terms be reciprocal?</p> <p>Sprint Issue: What should be the “Insurance” Provisions?</p>	<p>2b. Insurance</p> <p>2b.1 At all times during the term of this Agreement, <u>each Party CLEC</u> shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:</p> <p>2b.1.1 With respect to <u>each Party’s CLEC’s</u> performance under this Agreement, and in addition to <u>each Party’s CLEC’s</u> obligation to indemnify, CLEC shall at its sole cost and expense:</p> <p>2b.1.1.1 maintain the insurance coverage and limits required by this Section 2b and any additional insurance and/or bonds required by law:</p> <p>2b.1.1.1.1 at all times during the term of this Agreement and until completion of all work associated with this Agreement is completed, whichever is later;</p> <p><i>2b.1.12a with respect to any coverage maintained in a “claims-made” policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later. If a “claims-made” policy is maintained, the retroactive date must precede the commencement of work under this</i></p>	AT&T proposes incorporating comprehensive Insurance provisions into the interconnection agreement. No, the insurance provisions should not be reciprocal. AT&T is self insured and the nature of the services provided to Sprint are materially different, including, but not limited to, collocation services, and therefore, AT&T requires greater insurance protection. .	Sprint accepts the majority of AT&T insurance provisions as proposed in its wireline language. Even these provisions, however, need to be made mutual and require slight company specific edits as indicated in Sprint language (e.g., the need to recognize the availability of proof of insurance via website rather than delivery of certificates of insurance.)

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			<p><i>Agreement;</i></p> <p>2b.1.1.2 require each subcontractor who may perform work under this Agreement or enter upon the work site to maintain coverage, requirements, and limits at least as broad as those listed in this Section 2b from the time when the subcontractor begins work, throughout the term of the subcontractor's work; and <i>with respect to any coverage maintained on a "claims-made" policy, for two (2) years thereafter.</i></p> <p>2b.1.1.3 procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, <i>a Party CLEC</i> may procure insurance from the state fund of the state where work is to be performed; and</p> <p>2b.1.1.4 <i>upon request, deliver to or otherwise make available through web-access, to the requesting Party evidence AT&T-9STATE certificates</i> of insurance stating the types of insurance and policy limits. <i>A Party CLEC</i> shall provide or will endeavor to have the issuing insurance company provide at least thirty (30) days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to <i>the other Party AT&T-9STATE</i>. <i>A Party CLEC shall deliver such certificates also provide such</i></p>		

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			<p><i>requested evidence or web access:</i></p> <p>2b.1.1.4.1 <u>prior to execution of this Agreement and prior to commencement of any Work <i>that requires insurance and</i></u></p> <p>2b.1.1.4.2 <u>prior to expiration of any insurance policy required in this Section 2b. <i>for any coverage maintained on a “claims-made” policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later.</i></u></p> <p>2b.1.2 The Parties agree:</p> <p>2b.1.2.1 the failure of a Party AT&T-9STATE to demand <u>evidence of or web access to such evidence such certificate</u> of insurance or failure of a Party AT&T-9STATE to identify a deficiency will not be construed as a waiver of <i>the other Party’s CLEC’s</i> obligation to maintain the insurance required under this Agreement;</p> <p>2b.1.2.2 that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect a Party’s CLEC, nor be deemed as a limitation on a Party’s CLEC’s liability to <i>the other Party AT&T-9STATE</i> in this Agreement;</p> <p>2b.1.3 A Party CLEC may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and</p>		

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			<p>2b.1.2.4 <i>the insuring Party</i><u>CLEC</u> is responsible for any deductible or self-insured retention.</p> <p>2b.2 The insurance coverage required by this Section 2b includes:</p> <p>2b.2.1 Workers' Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least:</p> <p>2b.2.1.1 \$500,000 for Bodily Injury – each accident; and</p> <p>2b.2.1.2 \$500,000 for Bodily Injury by disease – policy limits; and</p> <p>2b.2.1.3 \$500,000 for Bodily Injury by disease – each employee.</p> <p>2b.2.1.4 To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of <i>the other Party AT&T-9STATE</i>, its Affiliates, and their directors, officers and employees.</p> <p>2b.2.2 In states where Workers' Compensation insurance is a monopolistic state-run system, <i>a Party</i> <u>CLEC</u> shall add Stop Gap Employers Liability with limits not less than \$500,000 each accident or disease.</p>		

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			<p>2b.2.3 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:</p> <p>2b.2.3.1 \$2,000,000 General Aggregate limit; and</p> <p>2b.2.3.2 \$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and</p> <p>2b.2.3.3 \$1,000,000 each occurrence limit for Personal Injury <u>and Advertising Injury; and.</u></p> <p><u>2b.2.3.4 \$2,000,000 Products/Completed Operations Aggregate limit; and</u></p> <p><u>2b.2.3.5 \$1,000,000 each occurrence limit for Products/Completed Operations; and</u></p> <p><u>2b.2.3.6 \$1,000,000 Damage to Premises Rented to You (Fire Legal Liability).</u></p> <p>2b.2.4 <i>Intentionally Left Blank.</i> <u>Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from</u></p>		

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			<p><u>premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) for CLECs who collocate on AT&T-9STATE's premises with limits of at least:</u></p> <p><u>2b.2.4.1 \$10,000,000 General Aggregate limit; and</u></p> <p><u>2b.2.4.2 \$5,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and</u></p> <p><u>2b.2.4.3 \$5,000,000 each occurrence limit for Personal Injury and Advertising Injury; and</u></p> <p><u>2b.2.4.4 \$10,000,000 Products/Completed Operations Aggregate limit; and</u></p> <p><u>2b.4.5 \$5,000,000 each occurrence limit for Products/Completed Operations; and</u></p> <p><u>2b.2.4.6 \$2,000,000 Damage to Premises Rented to You (Fire Legal Liability).</u></p> <p>2b.2.5 The Commercial General Liability insurance policy must:</p> <p>2b.2.5.1 include <u>each Party AT&T-9STATE</u>, its Affiliates, and their directors, officers, and employees as Additional</p>		

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			<p>Insureds. <u>A Collocated CLEC shall also provide a copy of the Additional Insured endorsement to AT&T-9STATE. Upon request, each Party shall provide a copy of or web access to the Additional Insured endorsement to the other Party.</u> The Additional Insured endorsement may either be specific to <i>each Party AT&T-9STATE</i> or may be “blanket” or “automatic” addressing any person or entity as required by contract. <i>Upon request, a</i> copy of <i>or web access to</i> the Additional Insured endorsement must be provided within sixty (60) <i>calendar</i> days of <i>such request; execution of this Agreement and within sixty (60) calendar days of each Commercial General Liability policy renewal;</i> and include a waiver of subrogation in favor of <i>each Party AT&T-9STATE</i>, its Affiliates, and their directors, officers and employees; and</p> <p>2b.2.5.2 be primary and non-contributory with respect to any insurance or self-insurance that is maintained by <i>each Party AT&T-9STATE</i>.</p> <p>2b.2.6 <i>Intentionally Left Blank. Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.</i></p> <p>2b.3 This Section 2b is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.</p>		

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AT&T GTC Issue 5	General Terms and Conditions – Part A - Section 3a – End User Fraud	<p>AT&T Issue: What is the appropriate End User Fraud language to be included in the interconnection agreement?</p> <p>.....</p> <p>Sprint Issue: What, if any, wireline specific “Fraud” provision is appropriate?</p>	<p><u>3a End User Fraud</u></p> <p><u>3a.1 AT&T-9STATE shall not be liable to CLEC for any fraud associated with CLEC’s End User account, including 1+ IntraLATA toll, ported numbers, and ABT.</u></p> <p><u>3a.2</u> The Parties agree to reasonably cooperate with one another to investigate, minimize, and take corrective action in cases of suspected fraud. Any fraud minimization procedure implemented by a Party are to be cost-effective and implemented in a manner so as not to unduly burden or harm either Party.</p> <p><u>3a.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 3a.1above will include providing to the other Party, upon request, information concerning End Users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.</u></p> <p><u>3a.4 AT&T-9STATE will use a Fraud Monitoring System to determine suspected occurrences of ABT-related fraud and will provide notification messages to CLEC on suspected occurrences of ABT-related fraud on CLEC accounts stored in the applicable LIDB.</u></p> <p><u>3a.5 Sprint understands that Fraud Monitoring System alerts only identify potential occurrences of fraud. CLEC</u></p>	<p>End User Fraud language should be included to clarify the parties’ obligations. However, the fraud provisions should be specific and not overly general. AT&T’s end-user fraud provision is narrowly tailored to address fraud that might occur related to services provided under the terms of this agreement, unlike Sprint’s language that is overly broad and has the potential to unduly burden the other party financially.</p>	<p>The Parties have not needed a fraud provision in the past, nor has there been any demonstrated need for such a provision now. Further, among other things, ATT language contains inappropriately overbroad disclaimer of liability assertion that is contrary to Section 9 limitation of liability provisions, undefined terms (e.g. “ABT”), imposition of obligations regarding obtaining end-user consents, and disclosure of end-user information that may simply be unenforceable. Without waiving its position, Sprint can agree to a general fraud co-operation provision as reflected, which is modification of AT&T section 3a.2 language.</p>

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			<u>understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Fraud Monitoring System alert.</u> <u>3a.6 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification.</u>		
AT&T GTC Issue 6	General Terms and Conditions – Part A – Section 4 – Ordering Procedures	RESOLVED			
AT&T GTC Issue 7	General Terms and Conditions – part A – Section 7.8 – Bona Fide Request	RESOLVED	=		
AT&T GTC Issue 8	General Terms and Conditions – Part A – Section 13 – Assignment or	AT&T Issue: 8a) Do charges apply for corporate name and code	<u>13.2 a Party may assign or transfer this Agreement and all rights and obligations hereunder, whether by</u>	8a) It is appropriate for AT&T to charge Sprint for any requested changes (in this case, a company name change) which requires AT&T to do work to its existing	In the case of longstanding general provision language between the Parties since 2001, absent a change in

**AT&T SOUTH CAROLINA and SPRINT CLEC
Disputed Point List (DPL) - CLEC
GENERAL TERMS AND CONDITIONS – PART A**

Legend: AT&T language bolded and underlined
Sprint language in bold italics

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
	Corporate Name Change	changes? 8b) How much advance notice should CLEC provide AT&T for such notice changes? Sprint Issue: Is it appropriate for the agreement to expressly state when charges apply for corporate name and code changes?	<p><u>operation of law or otherwise, to an Affiliate by providing sixty (60) calendar days advance written notice of such assignment or transfer to the other Party; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. Any attempted assignment or transfer that is not permitted here is void ab initio.</u></p> <p><u>13.3 Intentionally Left Blank. Corporate Name Change and/or change in "d/b/a" only:</u></p> <p><u>13.3.1 Any change in CLEC's corporate name including a change in the d/b/a, and including a name change due to assignment or transfer of this Agreement wherein only the CLEC name is changing, and which does not include a change to a CLEC OCN/ACNA, constitutes a CLEC Name Change under this Section. For any such CLEC Name Change, CLEC will incur a record order charge for each CLEC CABS BAN. For Resale or any other products not billed in CABS, to the extent a record order is available; a record order charge will apply per End User record. Rates for record orders are contained in the Pricing Schedule.</u></p> <p><u>13.3.2 The Parties agree to amend this Agreement to appropriately reflect any CLEC Name Change including a change in d/b/a.</u></p>	<p>account or customer records. Charges should apply when a CLEC makes a change requiring record changes or re-stenciling, re-engineering, changing locks, etc. Non-recurring charges for record changes are long-standing. This is resource intensive and AT&T should be compensated for it</p> <p>8b) Additionally, AT&T needs 90 days to research and verify that the CLECs involved with the request do not owe AT&T any outstanding charges, including Collocation charges, owed under this Agreement</p>	<p>law, it is inappropriate to require language changes based on whether or not newly proposed AT&T language "from its current standard ... interconnection agreement [is] appropriate"? AT&T's "standard" generic language is irrelevant. Where AT&T proposes changes to longstanding general provisions, it should bear the burden to justify any change based on proven necessity or Sprint's consent. Absent such necessity or Sprint consent, changes premised simply on AT&T's desires to require cookie-cutter terms and conditions without regard to the Parties longstanding operation under established language is not just and reasonable.</p> <p>Sprint does not accept any</p>

**AT&T SOUTH CAROLINA and SPRINT CLEC
Disputed Point List (DPL) - CLEC
GENERAL TERMS AND CONDITIONS – PART A**

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>13.4 Intentionally Left Blank. Company Code Change:</u></p> <p><u>13.4.1 Any assignment or transfer of this Agreement associated with the transfer or acquisition of “assets” provisioned under this Agreement, where the OCN/ACNA formerly assigned to such “assets” is changing constitutes a “CLEC Company Code Change” under this Section. For the purposes of this Section 13.4, “assets” means any Interconnection, Resale Service, 251(c)(3) UNEs, function, facility, product or service provided under this Agreement. CLEC shall provide AT&T-9STATE with ninety (90) days advance written Notice of any assignment associated with a CLEC Company Code Change and obtain AT&T-9STATE’s consent. AT&T-9STATE shall not unreasonably withhold consent to a CLEC Company Code Change; provided, however, AT&T-9STATE’s consent to any CLEC Company Code Change is contingent upon payment of any outstanding charges, including Collocation charges, owed under this Agreement and payment of any outstanding charges associated with the “assets” subject to the AT&T Wholesale Customer Merger and Acquisition process. In addition, CLEC acknowledges that CLEC may be required to tender additional assurance of payment to AT&T-9STATE if requested under the terms of this Agreement.</u></p> <p><u>13.4.2 For any CLEC Company Change, CLEC must</u></p>		<p>of subsection 13.3 or 13.4 and, therefore, does not agree to the Section title change.</p> <p>Regarding 13.3 and 13.4, there is no legitimate basis for AT&T to attempt to charge Sprint for AT&T internal record keeping issues, much less attempt to impose such charges on a unilateral basis. This appears to be veiled attempt to impose purported internal, yet undisclosed, record-keeping process changes that may even be associated with the Sprint – Nextel merger that occurred years ago. As demonstrated by BellSouth’s own merger with AT&T, mergers and corporate changes occur, and internal record keeping changes are costs of doing business, rather than “costs” that may be shifted by one party to the other party that may experience a corporate</p>

**AT&T SOUTH CAROLINA and SPRINT CLEC
Disputed Point List (DPL) - CLEC
GENERAL TERMS AND CONDITIONS – PART A**

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<u>submit a service order to AT&T-9STATE changing the OCN/ACNA for each End User record or each circuit ID number as applicable. CLEC shall pay the appropriate charges to AT&T-9STATE for each service order submitted to accomplish a Company Code Change. In addition, CLEC shall submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates specified in the Pricing Schedule to this Agreement. In addition, CLEC shall pay any and all charges to AT&T-9STATE required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.</u>		name or company code change, and multiplying such "costs" by imposing them on an individual "BAN" and/or circuit ID level.
AT&T GTC Issue 9	General Terms and Conditions – Part A –	NOTE: The disputed language relating to Resolution of Disputes has been relocated to Attachment 7-Billing. The issue will be addressed there.			
AT&T GTC Issue 10	General Terms and Conditions – Part A – Section 15.2	RESOLVED			

**AT&T SOUTH CAROLINA and SPRINT CLEC
Disputed Point List (DPL) - CLEC
GENERAL TERMS AND CONDITIONS – PART A**

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
	and 15.3 - Taxes				
AT&T GTC Issue 11	General Terms and Conditions – Part A – Section 18.7 – Modification of Agreement	RESOLVED .			
AT&T GTC Issue 12	General Terms and Conditions – Part A – Section 29.2a.4, 29.4,	RESOLVED			
AT&T GTC Issue 13	General Terms and Conditions – Part A – Section 33 – Implementation of the Agreement	RESOLVED			
AT&T GTC Issue 14	General Terms and Conditions – Part A – Section 37.0 – Indivisibility	RESOLVED			
AT&T GTC Issue	General Terms and Conditions – Part A –	RESOLVED			

**AT&T SOUTH CAROLINA and SPRINT CLEC
Disputed Point List (DPL) - CLEC
GENERAL TERMS AND CONDITIONS – PART A**

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
15	Section 38.0 – Compliance and Certification				
AT&T GTC Issue 16	General Terms and Conditions – Part A – Section 39 – Relationship of the Parties/Independent Contractor	RESOLVED	=		
AT&T GTC Issue 17	General Terms and Conditions – Part A – Section 40 - Subcontracting	RESOLVED	=		
AT&T GTC Issue 18	General Terms and Conditions – Part A – Section 42 – End User Inquiries	RESOLVED			
AT&T GTC Issue 19	General Terms and Conditions – Part A – Section 44 – Conflict of Interest	RESOLVED			

**AT&T SOUTH CAROLINA and SPRINT CLEC
Disputed Point List (DPL) - CLEC
GENERAL TERMS AND CONDITIONS – PART A**

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
AT&T GTC Issue 20	General Terms and Conditions – Part A – Section 45 – Amendments and Modifications	RESOLVED			
AT&T GTC Issue AT&T GTC Issue 21	General Terms and Conditions – Part A – Section 46 - Authority	RESOLVED			
AT&T GTC Issue 22	General Terms and Conditions – Part A – Section 48 – Changes in End User Local Exchange Service Provider	RESOLVED			

**AT&T SOUTH CAROLINA – SPRINT CLEC
CLEC Decision Point List (DPL) – CLEC
GTC Part B - Definitions**

GT&C Part B AT&T Issue 1	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“ 911 Service ” means a universal telephone number which gives the public direct access to the <u>Public Safety Answering Point (PSAP)</u>system . Basic 911 Service collects 911 calls from one or more <u>local exchange</u> switches that serve a geographic area. The calls are then sent to the correct <u>authorityPSAP</u> designated to receive such calls.	AT&T’s 911 Service definition captures the essence of the service and defines the use of the acronym PSAP.	
GT&C Part B AT&T Issue 2	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“ Access Tandem ” means a LEC switching system that provides a concentration and distribution function for originating and/or terminating traffic between a LEC End Office network and <u>IXC POPs</u> <i>the switching systems operated by carriers other than the LEC that operates the LEC End Office network</i> .	AT&T’s definition is essentially word for word from Newton’s Telecom Dictionary.	Sprint agrees to include a definition, but AT&T’s definition is overly restrictive and inaccurate in its limited application to switching between a LEC End Office and “IXC Pops”, therefore, replaced same with Sprint language at end of definition.
GT&C Part B AT&T Issue 3	GTC Part B and as used throughout Agreement	RESOLVED			
GT&C Part B AT&T Issue 3a	GTC Part B and as used throughout Agreement	What individual “Definitions” are appropriate?	“ Act ” means the Communications Act of 1934 [47 U.S.C. 153], as amended <u>by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996)</u> and codified in <u>throughout</u> 47 U.S.C. as applicable to CLEC and CMRS carriers, respectively.		
GT&C Part B AT&T	GTC Part B, and as used throughout	RESOLVED			

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AT&T SOUTH CAROLINA – SPRINT CLEC
CLEC Decision Point List (DPL) – CLEC
GTC Part B - Definitions

Issue 4	Agreement				
GT&C Part B AT&T Issue 5	GTC Part B, and as used throughout Agreement	RESOLVED			
GT&C Part B AT&T Issue 6	GTC Part B, and as used throughout Agreement	RESOLVED			
GT&C Part B AT&T Issue 7	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<i>“Authorized Services” means those services which a Party may lawfully provide pursuant to Applicable Law. This Agreement is solely for the exchange of Authorized Services traffic between the Parties’ respective networks as provided herein.</i>	Sprint’s definition is an attempt to broaden the type of traffic that Sprint wants to be covered by the Agreement.	This is a key term used throughout the Agreement which needs to be mutually and generically applicable, allowing either Party to provide whatever services it may lawfully provide pursuant to Applicable Law, and, it is inappropriate to impose restrictions that are not otherwise imposed by Applicable Law.
GT&C Part B AT&T Issue 8	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“Bill Due Date” means thirty (30) calendar days from the <u>bill invoice</u> date <i>if the invoice is received by the Billed Party within five (5) days of the invoice date. For invoices not received within five (5) days of the invoice date, the Bill Due Date is the last day of the next billing cycle following actual receipt of the invoice.</i>	Sprint’s language places an unreasonable penalty on the Billing Party if the	

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AT&T SOUTH CAROLINA – SPRINT CLEC
CLEC Decision Point List (DPL) – CLEC
GTC Part B - Definitions

				<p>invoice is not received by the Billed Party within 5 days of the invoice date. First, the Billed Party has some control over when they receive their bills based on what bill media they select. Second, this language would allow the Billed Party to pay the bill 60 days from invoice date if received 6 or more days after the invoice date. This is not a reasonable extension. AT&T's position is that the proper Bill Due Date is 30 days from the bill date, but can accept the Bill Due Date being 30 days from the issuance date as the Commission ordered on 3/14/06 on reconsideration in Case No. 2004 - 00044.</p>	
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AT&T SOUTH CAROLINA – SPRINT CLEC
CLEC Decision Point List (DPL) – CLEC
GTC Part B - Definitions

GT&C Part B AT&T Issue 9	GTC Part B, and as used throughout Agreement	RESOLVED			
GT&C Part B AT&T Issue 10	GTC Part B, and as used throughout Agreement	RESOLVED			
GT&C Part B AT&T Issue 11	GTC Part B, and as used throughout Agreement	RESOLVED			
GT&C Part B AT&T Issue 12	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<p>“Carrier Identification Codes (CIC)” means a code assigned by the North American Numbering Plan administrator to identify <u>the entity who purchases access services specific Interexchange Carriers</u>. This code is primarily used for billing and routing <u>from the local exchange network to the access purchaser purposes</u>.</p>	<p>Unlike what Sprint states the INC’s website essentially matches AT&T’s definition with its definition of CIC - “These codes are primarily used for routing from the local exchange network to the access purchaser and for billing between the LEC (Local Exchange Carrier) and the access purchaser.”</p>	<p>CICs are specifically assigned to wireline IXC service providers, rather than AT&T’s broader language that would include any “entity that purchase access services”.</p>
GT&C Part B AT&T Issue 13	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<p>“Cash Deposit” means a cash security deposit <i>made by one Party</i> in U.S. dollars <i>that is</i> held by <u>AT&T 9-STATE</u> <i>the other Party</i></p>	<p>All Customers undergo a credit review to determine risk on a yearly basis. Any customer's credit situation can change over time</p>	<p>Deposits have never been necessary as between the parties and there is no legitimate reason to</p>

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				(Adelphia, Worldcom, Cable & Wireless). The "Bill and Keep" provision does not necessarily cover the exposure to bad debt should a customer's credit risk change. The customer could owe \$1M, be past due 2 months but "bill and keep" could potentially only cover 100K. Just because a customer's situation has changed to "risky", it does not follow that the customer and the provider have both been determined to be "risky". Exchange of mutual deposits only applies if both parties consider the other one to be risky.	require them now. Further, AT&T apparently fails to recognize that if deposits were required, the elimination of Bill and Keep for terminating usage results in a two-way exchange of dollars, therefore, leading to the exchange of mutual deposits that would simply cancel out one another.
GT&C Part B AT&T Issue 14	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Central Automatic Message Accounting (CAMA) Trunk" means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from Sprint PCS' switch to an AT&T-9 STATE E911 Selective Router.</u>	A CAMA Trunk is one of three options that a CMRS provider has in connecting to AT&T for the	Sprint does not agree with the Mass Calling provisions as proposed by AT&T, and does

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**AT&T SOUTH CAROLINA – SPRINT CLEC
CLEC Decision Point List (DPL) – CLEC
GTC Part B - Definitions**

				transmission of 911 calls according to AT&T's tariff so it does have relevance outside Mass Calling provisions.	believe this term has any relevance outside of that subject matter.
GT&C Part B AT&T Issue 15	GTC Part B, and as used throughout Agreement	RESOLVED			
GT&C Part B AT&T Issue 16	GTC Part B, and as used throughout Agreement	RESOLVED		AT&T's definition essentially captures the various points contained within Newton's Telecom Dictionary for this service.	Subject to further review.
GT&C Part B AT&T Issue 17	GTC Part B, and as used throughout Agreement	RESOLVED			
GT&C Part B AT&T Issue 18	GTC Part B, and as used throughout Agreement	RESOLVED			
GT&C Part B AT&T Issue 19	GTC Part B, and as used throughout Agreement	RESOLVED			

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GTC Part B - Definitions

GT&C Part B AT&T Issue 20	GTC Part B, and as used throughout Agreement	RESOLVED			
GT&C Part B AT&T Issue 21	GTC Part B, and as used throughout Agreement	RESOLVED			
GT&C Part B AT&T Issue 22	GTC Part B, and as used throughout Agreement	RESOLVED			
GT&C Part B AT&T Issue 23	GTC Part B, and as used throughout Agreement	RESOLVED			
GT&C Part B AT&T Issue 24	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<u>“Disputed Amounts” means the amount that the Disputing Party contends is incorrectly billed.</u>	There can’t be a discussion regarding billing disputes without a definition for what is being discussed.	Subject to resolution of Attachment 7 Billing to what extent, the term may be used or must be further modified.
GT&C Part B AT&T Issue 25	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“Disputing Party”, as used in Sections 10.0 below and 12.0 below means the party to this Agreement that is disputing an amount in a bill rendered by the Billing Party.	There can’t be a discussion regarding billing disputes without a definition for what is being discussed.	Subject to resolution of Attachment 7 Billing to what extent, the term may be used or must be further modified.
GT&C Part B AT&T Issue 26	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“End User(s)” means a Third Party subscriber of <u>Telecommunications</u> <i>Authorized</i> Services provided <i>in whole or in part</i> by any of the Parties <u>at retail</u>. As used herein, the term “End User(s)” does not include any of the Parties to this Agreement with respect to any	Sprint’s definition conflicts with its own proposed definition for Authorized	

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AT&T SOUTH CAROLINA – SPRINT CLEC
CLEC Decision Point List (DPL) – CLEC
GTC Part B - Definitions

			item or service obtained under this Agreement.	Services, with which AT&T does not agree, in that Sprint's language for that definition describes those services as between the Parties and this definition does not refer to the Parties to the Agreement.	
GT&C Part B AT&T Issue 27	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	RESOLVED	This Issue is RESOLVED .	
GT&C Part B AT&T Issue 28	GTC Part B, and as used throughout Agreement	RESOLVED			
GT&C Part B AT&T Issue 29	GTC Part B and as used throughout Agreement	RESOLVED			
GT&C Part B AT&T Issue 30	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	"Facility" or "Facilities" means the <i>elements, including but not limited to <u>port</u></i> , wire, line, <i>or</i> cable, <i><u>dedicated to the transport of associated hardware and software that is used by a Party to provide</u></i> Authorized Services <i><u>traffic between the Parties' respective networks.</u></i>	AT&T's definition clearly limits this to the physical entity (port, wire, line or cable) that make up a facility and not the electronics at each end which compose a facility termination or software that may be used to provide a service, neither	This is an appropriate, encompassing definition.

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AT&T SOUTH CAROLINA – SPRINT CLEC
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				or which comprise a facility.	
GT&C Part B AT&T Issue 31	GTC Part B, and as used throughout Agreement	RESOLVED			
GT&C Part B AT&T Issue 32	GTC Part B, and as used throughout Agreement	RESOLVED			
GT&C Part B AT&T Issue 33	GTC Part B, and as used throughout Agreement	RESOLVED			
GT&C Part B AT&T Issue 34	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	"Interconnection or Interconnected" <i>has the meaning as defined</i> <u>required in the Act at 47 C.F.R. §§ 20.3 and 51.5.</u>	Sprint's edits of this definition would result in too broad of a definition. AT&T should only have to provide interconnection not only as defined in the Act but also as required by the ACT.	
GT&C Part B AT&T Issue 35	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	" <u>Entrance Interconnection Facilities</u> " means those Facilities that are used to deliver Authorized Services traffic <u>Local, ISP-Bound and IntraLATA Toll Traffic</u> between a given Sprint Central Office Switch, or such Sprint Central Office Switch's point of presence in an MTA or LATA, as applicable, and either a) a POI on the AT&T network to which such Sprint's Central Office Switch is to be Interconnected or, b) in the case of Sprint-originated Transit Services Traffic, the POI at which AT&T hands off Sprint originated traffic to a Third Party that is indirectly interconnected with the Sprint Central Office Switch via AT&T.	AT&T's position is terms and conditions for Transit traffic should not be part of the 251/252 Interconnection agreement, but a separate agreement so part (b) is not necessary in this	

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AT&T SOUTH CAROLINA – SPRINT CLEC
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				<p>section. In addition Sprint originated Transit Service Traffic is handed off at the POI defined in part (a) so again there is no reason for part (b). Part (b) has Sprint having facilities all the way to the POI of the third party on the AT&T network and this is not the case. Sprint is claiming to have facilities beyond their POI.</p>	
GT&C Part B AT&T Issue 36	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<p><u>“Interconnection Facilities” means those facilities that allow for the linking of the CLEC’s network to the ILEC’s network for the mutual exchange of traffic.</u></p>	<p>AT&T’s definition clearly differentiates between an Entrance Facility and an Interconnection Facility, so that pricing may be appropriately applied consistent with the Sixth Circuit’s February 23, 2010 decision in Michigan Bell Tel. Co. v. Covad Commcn’s (Nos. 07-2469/2473).</p>	
GT&C	GTC Part B,	RESOLVED			

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Part B AT&T Issue 37	and as used throughout Agreement				
GT&C Part B AT&T Issue 38	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<p>“Letter of Credit” means the unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to <u>AT&T 9-STATE</u><i>the Billing Party</i> naming the <u>AT&T-owned ILEC(s) designated by AT&T 9-STATE</u><i>Billing Party</i> as the beneficiary (ies) thereof and otherwise on <u>the AT&T 9-STATE</u><i>a mutually acceptable</i> Letter of Credit form.</p>	The Letter of Credit we offer to customer has been approved by legal. To constantly have to look at different forms is not cost or time effective. If a customer's bank does not want to accept our form, they may pay the deposit in cash or with a Surety Bond. We have less than 1 per year over the last 12 years where the customer's bank did not want to accept our form as written and we worked out each one of them with the bank.	
GT&C Part B AT&T Issue 39	GTC Part B, and as used throughout Agreement	RESOLVED			
GT&C Part B AT&T Issue 40	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<p><u>“Local Interconnection” is as described in the Telecommunications Act of 1996 and refers to the linking of two networks for the mutual exchange of traffic. This term does not include the transport and termination of traffic.</u></p>	This definition is a subset of the larger category of interconnection in that this one deals specifically with the	This is an unnecessary, duplicative term in light of the prior, appropriate

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				exchange of local traffic which is the purpose of the Agreement.	definition of Interconnection.
GT&C Part B AT&T Issue 41	GTC Part B, and as used throughout Agreement	RESOLVED			
GT&C Part B AT&T Issue 42	GTC Part B, and as used throughout Agreement	RESOLVED			
GT&C Part B AT&T Issue 43	GTC Part B, and as used throughout Agreement	RESOLVED			
GT&C Part B AT&T Issue 44	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<p><u>"Local Traffic" is defined as any telephone call that originates in one exchange and terminates to and End User of one Party in either the same exchange, or other mandatory local calling area associated with the originating exchange as defined and specified in Section A3 of AT&T-9STATE's General Subscriber Service Tariff. As clarification of this definition and for reciprocal transport and termination compensation, Local Traffic does not include ISP-Bound Traffic. As further clarification, Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party will pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.</u></p>	For purposes of this ICA, the term "Local Traffic" means traffic subject to Section 251(b)(5) as used by the FCC. It is a specific traffic type, wherein the location of the originating and terminating end users is within the same local or mandatory local exchange. Reciprocal compensation at TELRIC-based rates is appropriate. Sprint's use of "Authorized Services	

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AT&T SOUTH CAROLINA – SPRINT CLEC
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				traffic” is inappropriate in a wireline agreement, and it does not contemplate non-wireless traffic exchanged within the same local or mandatory local exchange.	
GT&C Part B AT&T Issue 45	GTC Part B, and as used throughout Agreement	RESOLVED			
GT&C Part B AT&T Issue 46	GTC Part B, and as used throughout Agreement	RESOLVED			
GT&C Part B AT&T Issue 47	GTC Part B, and as used throughout Agreement	RESOLVED			
GT&C Part B AT&T Issue 48	GTC Part B, and as used throughout Agreement	RESOLVED			
GT&C Part B AT&T Issue 49	GTC Part B, and as used throughout Agreement	RESOLVED			
GT&C Part B AT&T Issue 50	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<u>“Non-Paying Party” means the Party that has not made payment of undisputed amounts by the Bill Due Date of all amounts within the bill rendered by the Billing Party.</u>	In order to discuss billing and billing disputes this term needs to be included in the definitions.	Subject to resolution of Attachment 7 Billing to what extent, the term may be used or

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					must be further modified.
GT&C Part B AT&T Issue 51	GTC Part B, and as used throughout Agreement	RESOLVED			
GT&C Part B AT&T Issue 52	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<p><u>"Numbering Plan Area (NPA)"</u> also called area code means the <i>first</i> three (3)-digits <u>code that occupies the A, B, and C positions in the ten (10)-digit NANP format that applies throughout the NANP Area. NPAs are of the form (NXX) of a ten-digit telephone number in the form NXX-NXX-XXX</u>, where N represents <i>any one of the numbers the digits two (2) through nine (9)</i> and X represents any <u>digit zero one of the numbers (0) through nine (9)</u>. <u>In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, (e.g., 800).</u></p>	AT&T's definition describes in the detail the nuances within this plan in terms of numbering and geographical impacts while Sprint's does not.	
GT&C Part B AT&T Issue 53	GTC Part B, and as used throughout Agreement	RESOLVED			
GT&C Part B AT&T Issue 54	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<p><u>"NXX" or "Central Office Code"</u> means the <i>second</i> three (3)-digits <u>switch entity indicator that is defined by the fourth (4th) through sixth (6th) digits (NXX) of a ten (10)-digit telephone number within the NANP in the form NXX-NXX-XXX, where N represents any one of the numbers 2 through 9 and X represents any one of the numbers 0 through 9. Each NXX Code contains 10,000 station numbers.</u></p>	AT&T's definition defines the term, while Sprint's defines the NPA that has already been defined above.	
GT&C Part B AT&T	GTC Part B, and as used throughout	RESOLVED			

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Sprint language bold italics

AT&T SOUTH CAROLINA – SPRINT CLEC
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Issue 55	Agreement				
GT&C Part B AT&T Issue 56	GTC Part B, and as used throughout Agreement	RESOLVED		T'	
GT&C Part B AT&T Issue 57	GTC Part B and as used throughout Agreement	What individual "Definitions" are appropriate?	"Past Due" means when a Billed Party fails to remit payment for any <i>undisputed</i> charges by the Bill Due Date, or if payment for any portion of the <i>undisputed</i> charges is received from the Billed Party after the Bill Due Date, or if payment for any portion of the <i>undisputed</i> charges is received in funds which are not immediately available to the Billing Party as of the Bill Due Date (individually and collectively means Past Due).	A charge is past due whether disputed or undisputed if it meets any of the 3 conditions described in AT&T's definition.	Subject to resolution of Attachment 7 Billing to what extent, the term may be used or must be further modified.
GT&C Part B AT&T Issue 58	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	"Permanent Number Portability (PNP)" means a long term method of providing LNP using LRN consistent with the Act and the rules, regulations, orders and rulings of the FCC and the <u>Commission Applicable Law</u> .	The definition does not make sense substituting Applicable Law for Commission as Sprint would recommend as Applicable Law is the codicils created by the FCC and the Commission.	
GT&C Part B AT&T Issue 59	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Physical Collocation" means the right of Sprint to occupy that certain area designated by AT&T-9STATE within a AT&T-9STATE Premises, of a size which is specified by Sprint and agreed to by AT&T-9STATE which agreement should not be unreasonably withheld. Types of Physical Collocation include Shared, Caged, Cageless, and Adjacent.</u>	This definition not only describes physical collocation, but delineates the 4 types.	
GT&C Part B AT&T Issue 60	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Interconnection Point" or "Point of Interconnection (POI)"</i> means the <i>Technically Feasible</i> physical <u>location point(s) requested by Sprint</u> at which <i>an Interconnection Facility joins</i> the Parties' networks <i>meet</i> for the purpose of establishing Interconnection <i>between the Parties, or a Party and a Third-Party. POIs include a number of different technologies and technical interfaces based on the Parties mutual</i>	AT&T's language is more succinct in its definition and provides additional information concerning the POI's composition	

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**AT&T SOUTH CAROLINA – SPRINT CLEC
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			<u>agreement. The POI establishes the technical interface, the test point(s) and the point(s) for operational and financial division of responsibility.</u>	and function. This term is necessary as it is a key network element used within the Agreement for interconnection and compensation. This definition provides certainty and is critical to interpreting the Agreement.	
GT&C Part B AT&T Issue 61	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Public Switched Network or Public Switched Telephone Network (PSTN)" means or refers to the Public Switched Telephone Network as defined in Telcordia Technologies Practice, BR-795-400-100 COMMON LANGUAGE® Message Trunk Circuit Codes (CLCI™ MSMSG Codes) refers to a common carrier network that provides circuit switching between public users any common carrier switched network, whether by wire or radio, including LECs, IXCs, and wireless carriers that use the NANP in connection with the provision of switched services. The PSTN carriers are voice, data and signaling traffic.</u>	AT&T's definition not only spells out what the acronym stands for, but identifies the industry standard in which it is more fully described and identifies the types of carriers that use it.	
GT&C Part B AT&T Issue 62	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Rate Center" means the specific geographic point and corresponding geographic area defined by the State Commission and local community for the purpose of rating inter-and intra-LATA toll calls.</u>	Without a definition and understanding of these terms the rating of calls cannot take place.	Rate Centers, do not have the same significance to each Party, nor are the Parties required to have the same Rate Centers, therefore, Sprint sees no reason to include such

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**AT&T SOUTH CAROLINA – SPRINT CLEC
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					definitions.
GT&C Part B AT&T Issue 63	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<u>“Rating Point” means the vertical and horizontal (V&H) coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated in the LERG, but need not be in the same location as that Routing Point.</u>	Without a definition and understanding of these terms the rating of calls cannot take place.	Rating Points do not have the same significance to each Party, nor are the Parties required to have the same Rating Points, therefore, Sprint sees no reason to include such definitions.
GT&C Part B AT&T Issue 64	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<u>“Referral Announcement” means the process by which calls are routed to an announcement that states the new telephone number of an End User.</u>	This definition describes a feature in which most end users are very interested.	Sprint does not believe such a provision is necessary at all. To the extent it is included it should be limited to “as may be required by Applicable Law”.
GT&C Part B AT&T Issue 65	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<u>“Remittance Information” means the information that must specify the Billing Account Numbers (BANs) paid; invoices paid and the amount to be applied to each BAN and invoice.</u>	This definition is necessary to identify the information required by AT&T to adequately credit a payment.	Subject to resolution of Attachment 7 Billing to what extent, the following term may be used or must be further modified.
GT&C Part B AT&T	GTC Part B, and as used throughout	What individual “Definitions” are appropriate?	<u>“Routing Point” means the location which a LEC has designated on its own network as the homing or routing point for traffic inbound to</u>	Without a definition and understanding of these terms the	Routing Points do not have the same

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AT&T SOUTH CAROLINA – SPRINT CLEC
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Issue 66	Agreement		<u>Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.</u>	rating of calls cannot take place.	significance to each Party, nor are the Parties required to have the same Routing Points, therefore, Sprint sees no reason to include such definitions.
GT&C Part B AT&T Issue 67	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Service Start Date" means the date on which services were first supplied under this Agreement.</u>	This definition is for the purpose of establishing a date upon which the service is initially provided and billing begins.	
GT&C Part B AT&T Issue 68	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Serving Wire Center (SWC)" means the Wire Center that serves the area in which the other Party's or a Third Party's Wire Center, aggregation point, point of termination, or point of presence is located.</u>	This definition is necessary to delineate the wire center serving the other Party from other Wire Centers.	Appropriate Facilities and Interconnection Facilities definitions render term, "Serving Wire Center," unnecessary
GT&C Part B AT&T Issue 69	GTC Part B and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Surety Bond" means a bond from a Bond company with a credit rating by A.M.BEST better than a "B." This bonding company shall be certified to issue bonds in a state in which this Agreement is approved.</u>	Not all States have the same bonding requirements. We believe that this state has a meaningful level of requirements for bond companies.	
GT&C Part B AT&T	GTC Part B and as used throughout	What individual "Definitions" are appropriate?	<i>"Sprint Third Party Provider" has the meaning as defined in the General Terms and Conditions – Part A, Section 1 Purpose and Scope, Subsection 1.4 Sprint Wholesale Services provisions.</i>	AT&T cannot agree to this definition. This traffic is either	

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Issue 70	Agreement			transit traffic or else Sprint has decided to become a least cost router of toll traffic.	
GT&C Part B AT&T Issue 70a	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	"Switched Access Service" means an offering <i>to an IXC</i> by AT&T-9STATE to AT&T-9STATE's network for the purpose of the origination or the termination of traffic from or to End Users in a given area pursuant to a Switched Access Services tariff.	AT&T's definition is most appropriate for this term.	
GT&C Part B AT&T Issue 71	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Tax" or "Taxes" means any and all federal, state, or local sales, use, excise, gross receipts, transfer, transaction or similar taxes or tax-like fees of whatever nature and however designated including any charges or other payments, contractual or otherwise, for the use of streets or right-of-way, whether designated as franchise fees or otherwise, and further including any legally permissible surcharge of or with respect to any of the foregoing, which are imposed or sought to be imposed on or with respect to, or measured by the charges or payments for, any products or services purchased under this Agreement.</u>	No agreement can be considered complete without a definition regarding taxes.	Subject to review.
GT&C Part B AT&T Issue 72	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Telephone Exchange Service" has the meaning as defined at 47 U.S.C. § 153(47).</i>	Defined above as Exchange Service.	
GT&C Part B AT&T Issue 73	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Termination" has the meaning as defined at 47 C.F.R. § 51.701(d).</i>	Termination cannot be defined in such a simple fashion. Sprint's cite only covers termination in regards to traffic, but has nothing to do with the termination of the Agreement, services, billing, etc.	
GT&C	GTC Part B,	What individual	"Third Party Traffic" means traffic carried by <u>AT&T-9 STATE</u> <i>a Party</i>	Sprint should never	

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Part B AT&T Issue 74	and as used throughout Agreement	"Definitions" are appropriate?	acting as an <u>intermediary</u> <i>Transit Service provide</i> that is originated and terminated by and between <u>Sprint and a Third Party</u> <i>Telecommunications Carrier</i> <u>a Third Party and the other Party to this Agreement.</u>	carry Third Party Traffic for AT&T.	
GT&C Part B AT&T Issue 75	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Transit Service" means the indirect interconnection services provided by one Party (the Transiting Party) to this Agreement for the exchange of Authorized Services traffic between the other Party to this Agreement and a Third Party.</i>	The correct definition is the one above "Third Party Traffic".	
GT&C Part B AT&T Issue 76	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Transit Service Traffic" is Authorized Services traffic that originates on one Telecommunications Carrier's network, "transits" the network Facilities of one or more other Telecommunications Carrier's network(s) substantially unchanged, and terminates to yet another Telecommunications Carrier's network.</i>	The correct definition is the one above "Third Party Traffic".	
GT&C Part B AT&T Issue 77	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Transport" has the meaning as defined at 47 C.F.R. § 51.701(c).</i>	Transport cannot be defined in such a simple fashion. Sprint's cite only covers transport in regards to facilities from the POI to the terminating end office, but does not describe the types of transport.	
GT&C Part B AT&T Issue 78	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Trunk(s)" or "Trunk Group(s)" means the switch port interface(s) used and the communications path created to connect Sprint's network with AT&T-9 STATE's network for the purpose of exchanging Authorized Services</i> <u>Section 251 (b)(5) Calls for purposes of Interconnection traffic.</u>	AT&T's language implicitly describes the type of traffic that the trunks are carrying.	
GT&C Part B AT&T Issue 79	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Unpaid Charges" means any undisputed charges billed to the Non-Paying Party that the Non-Paying Party did not render full payment to the Billing Party by the Bill Due Date.</i>	Charges are unpaid whether disputed or not if the full amount has not been rendered.	Subject to resolution of Attachment 7 Billing to what extent, the following term(s) may be used or

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					must be further modified.
GT&C Part B AT&T Issue 80	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Wire Center" means a building or space within a building that serves as an aggregation point on a given Telecommunications Carrier's network, where transmission facilities are connected and traffic is switched. AT&T-9 STATE's Wire Center can also denote a building in which one or more Central Office Switches, used for the provision of Exchange Services and Switched Access Services are located.</u>	Given the fact that this term is used in a number of instances in both ATT3 and ATT4, it seems necessary that it be included.	Appropriate Facilities and Interconnection Facilities definitions render term unnecessary.

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Sprint language bold italics

**AT&T SOUTH CAROLINA and SPRINT CLEC
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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
AT&T UNE Issue 1	1.11.8	Can an Interconnection trunk be used for the traffic in question outside the LATA where the end user premise that it serves is located? Is the language defining the requirements of an Interconnection Trunk necessary in this section?	<p><u>AT&T's Language</u> An Interconnection Trunk meets the requirements of Section 1.11.6.2.1.5 above and Section 1.11.6.2.1.6 above of this Attachment if Sprint will transmit the calling party's local telephone number in connection with calls exchanged over the Trunk, <u>and the Trunk is located in the same LATA as the End User premises served by the Included Arrangement.</u></p> <p><u>Sprint's Language</u> An Interconnection Trunk meets the requirements of Section 1.11.6.2.1.5 above and Section 1.11.6.2.1.6 above of this Attachment if Sprint will transmit the calling party's local telephone number in connection with calls exchanged over the Trunk-</p>	The trunk must be terminated in the same LATA. This language and issue should be removed from the UNE attachment because it is already included in the Attachment 3 Network Interconnection.	
AT&T UNE Issue 2	2.1.2.2.1	What is the correct reference for FTTH/FTTC – Loop per 47 C.F.R. §51.319(a)(3)(XXX?)	<p><u>AT&T's Language</u> AT&T-9STATE will maintain the existing copper Loop connected to the particular End User's premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis, unless AT&T-9STATE retires the copper Loop pursuant to 47 C.F.R. §51.319(a)(3)(<u>iv</u>).</p> <p><u>Sprint's Language</u> AT&T-9STATE will maintain the existing copper Loop connected to the particular End User's premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an</p>	The correct section to be referenced regarding FTTH/FTTC – Loop is 47 C.F.R. §51.319(a)(3)(iv): The language reads as follows; The incumbent LEC must maintain the existing copper loop connected to the particular customer premises after deploying the fiber-to-the-home loop or the fiber-to-the-curb loop and provide nondiscriminatory access to that copper loop on an	

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Sprint language in bold italics

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			unbundled basis, unless AT&T-9STATE retires the copper Loop pursuant to 47 C.F.R. §51.319(a)(3)(iii).	unbundled basis unless the incumbent LEC retires the copper loops pursuant to paragraph (a)(3)(iv) of this section. Based on research, section 51.319(a)(3)(iii) is titled Overbuilds and have nothing to do with the required provisions of cooper loops	
AT&T UNE Issue 3	2.1.2.2.2	What is the correct reference for FTTH/FTTC – Loop per 47 C.F.R. §51.319(a)(3)(xxx?)	<p>When AT&T-9STATE maintains the existing copper Loops pursuant to 47 C.F.R. §51.319(a)(3)(iii)(A), AT&T-9STATE need not incur any expenses to ensure that the existing copper Loop remains capable of transmitting signals prior to receiving a request for access pursuant to that section, in which case AT&T-9STATE shall restore the copper Loop to serviceable condition upon request.</p> <p>When AT&T-9STATE maintains the existing copper Loops pursuant to 47 C.F.R. §51.319(a)(3)(iii)(A), AT&T-9STATE need not incur any expenses to ensure that the existing copper Loop remains capable of transmitting signals prior to receiving a request for access pursuant to that section, in which case AT&T-9STATE shall restore the copper Loop to serviceable condition upon request.</p>	The correct section to be referenced regarding FTTH/FTTC – Loop is 47 C.F.R. §51.319(a)(3)(iii) The language reads as follows; An incumbent LEC that maintains the existing copper loops pursuant to paragraph (a)(3)(iii)(A) of this section need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request for access pursuant to that paragraph, in which case the incumbent LEC shall restore the copper loop to serviceable condition upon request.	
AT&T UNE	3.5, 3.5.1, 3.5.2, 3.5.3	Is Line Splitting and Splitter Space with	<u>AT&T's Language</u>	AT&T is no longer required to provide a Loop and Port when	

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
Issue 4		Loop and Port still required as a service offering as a UNE?	<p><u>3.5 Intentionally left blank.</u></p> <p>Sprint's Language <i>3.5 Provisioning Line Splitting and Splitter Space – Loop and Port</i> <i>3.5.1 The Data CLEC, Voice CLEC, a third party or AT&T-9STATE may provide the splitter. When Sprint or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross-connection connecting the Loop to the collocation space; a second collocation cross-connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter. Where AT&T-9STATE owns the splitter, AT&T-9STATE shall provide the splitter functionality upon request and consistent with the FCC's rules, and shall establish the necessary processes in its OSS to facilitate Sprint's ability to engage in line splitting arrangements.</i></p> <p><i>3.5.2An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data CLEC is the point of termination on the MDF for the Data CLEC's cable and pairs.</i></p> <p><i>3.5.3The foregoing procedures are applicable to a commingled arrangement of a Loop purchased pursuant to this Agreement and Local Switching pursuant to a separate agreement.</i></p>	provisioning Line Splitting and Splitter Space. AT&T no longer offers this service and therefore the language in the entire section needs to be removed.	
AT&T UNE Issue 5	5.3.4.1.1	<p>Should state certification terms be included in Attachment 2 - Network Elements?</p> <p>Should the language on the absence of state certification be</p>	<p><u>AT&T's Language</u> Sprint has received state certification to provide local voice service in the area being served.</p> <p><u>Sprint's Language</u> Sprint has received state certification to provide local voice service in the area being served; or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other</p>	<p>No. State certification language should be moved to General Terms and Conditions.</p> <p>Because Louisiana does require certification, absence of state certification language</p>	

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		included in the parties' interconnection agreement?	regulatory requirements applicable to the provision of a local voice service in that area.	is not appropriate for a Louisiana contract.	
AT&T UNE Issue 6	6.8	Is Channelization Multiplexing required to be unbundled?	<u>AT&T's Language</u> Channelization (Multiplexing) <u>Sprint's Language</u> <i>Unbundled</i> Channelization (Multiplexing)	No, Channelized multiplexing is not a UNE as defined by the FCC nor is it the same as a cross connect and therefore should not be treated as one.	
AT&T UNE Issue 7	7.1	How should AT&T notify a CLEC that changes have been made to CLEC Online Web site regarding wire center updates?	<u>AT&T's Language</u> 7.1 AT&T-9STATE has designated and posted, to AT&T CLEC Online website, <u>and notified CLECs via an Accessible Letter</u> , the Wire Centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity UNE Loops (as defined pursuant to Rule 51.319(a)(4) and Rule 51.319(a)(5) and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined pursuant to Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii)) have been met. <u>AT&T-9STATE will post updates to this list of Wire Centers on the AT&T CLEC Online website as needed and will issue an Accessible Letter notifying Sprint of any such update.</u> Sprint's language: 7.1 AT&T-9STATE has designated and posted, to AT&T CLEC Online website, the Wire Centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity UNE Loops (as defined pursuant to Rule 51.319(a)(4) and Rule 51.319(a)(5) and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined pursuant to Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii)) have been met.	AT&T is committed to not only updating wire center information on CLEC Online but also to inform all CLECs of those updates via the Accessible Letter process.	
AT&T UNE	7.3.1	If a CLEC withdraws its self certification before	<u>AT&T's Language:</u> In states where the Commission has not previously determined, in any	AT&T has done the research and is able to provide all	

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
Issue 8		the commission issues a final decision should the wire centers be treated as though it had been approved by the commission?	<p>proceeding, that a Wire Center is properly designated as a Wire Center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), AT&T-9STATE's designations shall be treated as controlling (even if SPRINT believes the list is inaccurate) for purposes of transition and ordering unless Sprint provides a self-certification as outlined below. <u>If a CLEC withdraws its self-certification after a dispute has been filed with the Commission, but before the Commission has made a determination regarding the wire center designation, the wire center designation(s) that were the subject of the dispute will be treated as though the Commission approved AT&T-9STATE's designations.</u></p> <p><u>Sprint's Language:</u> In states where the Commission has not previously determined, in any proceeding, that a Wire Center is properly designated as a Wire Center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), AT&T-9STATE's designations shall be treated as controlling (even if SPRINT believes the list is inaccurate) for purposes of transition and ordering unless Sprint provides a self-certification as outlined below</p>	<p>required documentation proving why the Wire Center has met the threshold as set forth pursuant to Rules 51.319(a)(5), 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii). If a CLEC chooses to withdraw its certification prior to a commission's ruling, the data still exists identifying that particular wire center as having met the criteria necessary for being declared non-impaired.</p> <p>If a CLEC files a self certification it has the burden of proving it. If the CLEC later decides to withdraw that self certification for a particular wire center, the CLEC has in fact not proven its case and therefore should be deemed to give up its right to challenge AT&T's findings.</p>	
AT&T UNE Issue 9	7.7	Is the effective date of an AL dependent upon the Effective Date of an ICA?	<p><u>AT&T's Language</u> <u>AT&T-9STATE will update the AT&T CLEC Online website's posted list and will advise Sprints of such posting via Accessible Letter, which term for the purposes of this Section above of this Agreement shall be deemed to mean an Accessible Letter issued after the Effective Date of this Agreement, as set forth in this</u></p>	Accessible Letter language is more applicable to section 7.1	

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<u>Section 14.0 above of this Agreement</u>		
AT&T UNE Issue 10	9.4	Based on the transition plan provided by the FCC in its TRRO, is it appropriate to disconnect a declassified UNE and or UNE Combination of DS1/3 Loop or Transport, and Dark Fiber Loop and Transport if the CLEC has not taken any action to establish an alternative?	<p>AT&T's Language:</p> <p>Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the applicable transitional period, unless Sprint has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 7.4.1 of this Agreement, and if Sprint and AT&T-9STATE have failed to reach agreement under Section 7.4.1 of this Agreement as to a substitute service arrangement or element, then AT&T-9STATE may, at its sole option, <u>disconnect DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport, whether previously provided alone or in combination with or as part of any other arrangement, or</u> convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available, at rates applicable to such analogous service or arrangement.</p> <p>Sprint's language:</p> <p>Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the applicable transitional period, unless Sprint has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 7.4.1 of this Agreement, and if Sprint and AT&T-9STATE have failed to reach agreement under Section 7.4.1 of this Agreement as to a substitute service arrangement or element, then AT&T-9STATE may, at its sole option, <u>disconnect DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport, whether previously provided alone or in combination with or as part of any other arrangement, or</u> convert the subject element(s), whether alone</p>	Per the FCC's TRRO regarding DS1/DS3 Loops and Transport, and dark Fiber Loops/Transport, at the end of the transition period (12 months and 18 months respectively), the CLEC is required to transition the affected DS1/DS3 Loops/Transport (DF Loops/transport 18 months) to "alternative facilities or arrangements" (TRRO para 143 and 196). If an alternative facility or arrangement does not exist, AT&T would have no alternate product/service to transition to and would therefore need the ability to disconnect the declassified UNE and or UNE combination, especially given the fact that the CLEC has not taken steps on its own to transition the declassified UNE and/or UNE combination.	

**AT&T SOUTH CAROLINA and SPRINT CLEC
Decision Point List
ATTACHMENT 2 - NETWORK ELEMENTS**

Legend: AT&T language bolded and underlined
Sprint language in bold italics

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			or in combination with or as part of any other arrangement to an analogous resale or access service, if available, at rates applicable to such analogous service or arrangement.		

AT&T SOUTH CAROLINA and SPRINT CLEC
Decision Point List (DPL)
ATTACHMENT 3 - NETWORK INTERCONNECTION - CLEC

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
AT&T Ntwk Int Issue 1	Network Interconnection (Attachment 3) – Part A	<p>AT&T Issue: Should the Parties' contractual obligations regarding Transit Traffic be included in a Commercial Agreement instead of the Section 251 interconnection agreement?</p> <p>Sprint Issue: Is Transit Service a form of Interconnection transmission and routing that AT&T-9STATE is required to provide all Sprint entities pursuant to 47 U.S.C. § 251(c)(2)(A), (B), (C) and (D); and, as to the Sprint wireless</p>	<p><i>4.0 Transit Service.</i></p> <p><i>4.1 AT&T 9-STATE shall provide the necessary transmission and routing to exchange Authorized Services traffic between Sprint and any other Third Party that, according to the LERG, is also Interconnected to AT&T 9-STATE in the same LATA in which Sprint is Interconnected to AT&T 9-STATE.</i></p> <p><i>4.2 Upon Sprint providing AT&T 9-STATE notice that Sprint will begin using Interconnection Facilities to provide a Transit Service at stated rate(s), such rate(s) shall be added to this Agreement by amendment and AT&T 9-STATE will provide Sprint sixty (60) days notice if AT&T 9-STATE desires to use such service.</i></p> <p><i>4.3 The Party that provides a Transit Service under this Agreement ("Transit Provider") shall only charge the other Party ("Originating Party") the applicable Transit Rate for Transit Service Traffic that the Transit Provider delivers to the Third Party network upon which such traffic is terminated.</i></p>	<p>Neither Section 251(b) nor Section 251(c) of the Telecommunications Act, nor any FCC regulation implementing the Telecommunications Act, imposes a transit obligation. Accordingly, the rates, terms and conditions pursuant to which AT&T South Carolina will provide transit service to Sprint are included in a separate Commercial Agreement, not in the parties' interconnection agreement. Furthermore, the transit rates are not subject to TELRIC pricing methodology. However, in the event that the Commission decides, over AT&T's objection, to address Transit Service in this proceeding, it should adopt AT&T's proposed language in the Transit Exhibit submitted with the Agreement. AT&T's proposed language provides complete terms and conditions under which</p>	<p>Yes. Transit Service is the means by which Indirect Interconnection is implemented, and clearly constitutes a service that meets the requirements of what a LEC is required to provide a requesting carrier pursuant to 47 U.S.C. § 251(c)(2) (A) through (D).</p> <p>The Kentucky Commission has required AT&T to provide transit at TELRIC pricing unless AT&T can justify additional costs. <i>Joint Petition for Arbitration of Newsouth Communications, Inc. et al. of an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant To Section 252(B) of the Communications Act of 1934, as amended, Case No. 2004-00044, Order at p 18 -19 (issued March 14, 2006).</i></p>

AT&T SOUTH CAROLINA and SPRINT CLEC
Decision Point List (DPL)
ATTACHMENT 3 - NETWORK INTERCONNECTION - CLEC

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		entities, also pursuant to 47 C.F.R. § 20.11?		Transit Service is to be provided to Sprint, including appropriate provisioning and billing terms. As AT&T directly interconnects with all other South Carolina carriers, Sprint's proposed language, and to-be-determined pricing, offering a transit service is unnecessary.	AT&T is only entitled to impose transit charges upon Sprint that are related to the delivery of Sprint-originated traffic.
AT&T Ntwk Int Issue 2	Network Interconnection (Attachment 3) – Part A - Introductory Title and Paragraph	<p>Sprint Issue: Should the introductory title and paragraph be consistent with the Scope and purpose language contained in GTC Part A?</p> <p>AT&T Issue: Is the introduction language proposed by AT&T appropriate?</p>	<p>Network Interconnection <u>and Authorized Services Traffic Usage: Call Transport and Termination:</u></p> <p>The Parties shall provide Interconnection with each other's networks for the transmission and routing of <u>telephone exchange service (Local) and exchange access (IntraLATA toll and Switched Access)</u> <i>Authorized Services traffic and Transit Service Traffic.</i></p>	Yes. AT&T's introductory title and paragraph are appropriate as they describe the scope of the Network Interconnection (Attachment 3) language between the Parties. It is not appropriate to include a new term or services that are not part of this Agreement.	Yes. Using appropriate terms, the introductory title and paragraph should appropriately describe the overall scope of Interconnection between the Parties.

AT&T SOUTH CAROLINA and SPRINT CLEC
Decision Point List (DPL)
ATTACHMENT 3 - NETWORK INTERCONNECTION - CLEC

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
AT&T Ntwk Int Issue 3	Network Interconnection (Attachment 3) – Part A - Sections 2.2 – 2.9	What provisions should be included regarding Methods of interconnection?	<p><i>2.2 Methods of Interconnection Sprint may request, and AT&T will accept and provide, Interconnection using any one or more of the following Network Interconnection Methods (NIMs): (1) purchase of Interconnection Facilities by one Party from the other Party, or by one Party from a Third Party; (2) Physical Collocation Interconnection; (3) Virtual Collocation Interconnection; (4) Fiber Meet Interconnection; (5) other methods resulting from a Sprint request made pursuant to the Bona Fide Request/New Business Request process set forth in the General Terms and Conditions – Part A of this Agreement; and (6) any other methods as mutually agreed to by the Parties. In addition to the foregoing, when Interconnecting in its capacity as an FCC licensed wireless provider, Sprint may also purchase as a NIM under this Agreement Type 1, Type 2A and Type 2B Interconnection arrangements described in AT&T 9-STATE's General Subscriber Services Tariff, Section A35, which shall be provided by AT&T 9-STATes at the rates, terms and conditions set forth in this Agreement.</i></p> <p>2.6 Virtual or Physical Collocation Interconnection. Sprint may Interconnect using Virtual or Physical Collocation pursuant to the provisions set forth in Attachment 4 of this Agreement. Rates and charges for both virtual and physical collocation <i>are as set forth in the Pricing Schedule may be provided in a separate collocation agreement, negotiated on an individual case basis.</i></p> <p><u>2.2 Network Interconnection Methods (NIMs) include, but are not</u></p>	<p>AT&T disagrees with Sprint's language in section 2.2 as it expands AT&T's obligations. AT&T's language best describes in detail the methods of interconnection available and, appropriately, provides for mutual agreement of the Parties. AT&T disagrees with 'New Business Request' – see DPL for General Terms and Conditions Part A. Further, this Agreement is specific to CLEC and should not address CMRS. See also Issue 11 (Fiber Meet). With respect to section 2.6, rates for collocation should be pursuant to this agreement and not a separately negotiated agreement.</p> <p>AT&T is not required to provide entrance facilities at TELRIC which was recently affirmed by the Sixth Circuit's February 23, 2010 decision in <i>Michigan Bell Tel. Co. v.</i></p>	Sprints language identifies the various methods by which Sprint can obtain interconnection, without reference to additional concepts that are, and should be, addressed elsewhere in separately distinct provisions (e.g., locations where Interconnection can occur).

**AT&T SOUTH CAROLINA and SPRINT CLEC
Decision Point List (DPL)
ATTACHMENT 3 - NETWORK INTERCONNECTION - CLEC**

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			<p><u>limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Entrance Facilities purchased pursuant to an applicable AT&T tariff; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties. One or more of these methods may be used to effect the Interconnection in each LATA, or as otherwise agreed between the Parties. Requests to AT&T-9STATE for interconnection at other points or through other methods may be made through the Bona Fide Request process set out in the General Terms and Conditions of this Agreement.</u></p> <p><u>2.2.1 Using one or more of the NIM's herein, the Parties will agree to a physical interconnection architecture plan for a specific geographic area. Sprint and AT&T-9STATE agree to interconnect their networks through existing and/or new Interconnection Facilities. The physical architecture plan will, at a minimum, include the location of Sprint's switch(es) and AT&T-9STATE's End Office switch(es) and/or Tandem switch(es) to be interconnected and the facilities that will connect the two networks. At the time of implementation in a given local exchange area the plan will be documented.</u></p> <p><u>2.3 Intentionally Left Blank.</u></p> <p><u>2.4 Physical Collocation Interconnection</u></p> <p><u>2.4.1 When Sprint provides its own facilities or uses the facilities of a</u></p>	Covad Commcn's (Nos. 07-2469/2473).	

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			<p><u>3rd party to a AT&T-9STATE tandem or end office and wishes to place its own transport terminating equipment at that location, Sprint may interconnect using the provisions of physical collocation as set forth in Attachment 4 of this Agreement.</u></p> <p><u>2.5 Virtual Collocation Interconnection</u></p> <p><u>2.5.1 When Sprint provides its own facilities or uses the facilities of a 3rd party to a AT&T-9STATE tandem or end office and wishes for AT&T-9STATE to place transport terminating equipment at that location on Sprint's behalf, Sprint may interconnect using the provisions of Virtual Collocation as set forth in Attachment 4 of this Agreement.</u></p> <p><u>2.6 Interconnection using Entrance Facilities purchased from AT&T-9STATE's Tariffs</u></p> <p><u>2.6.1 For purposes of call transport and termination, Sprint as the originating party may obtain Entrance Facilities from AT&T-9STATE pursuant to the applicable AT&T-9STATE tariff in conjunction with Interconnection Facilities to interconnect with AT&T-9STATE's network as set forth in the Pricing Schedule.</u></p>		

AT&T SOUTH CAROLINA and SPRINT CLEC
Decision Point List (DPL)
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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
AT&T Ntwk Int Issue 4	Network Interconnection (Attachment 3) – Part A – Section 2.4	What provisions should be included regarding continuation of pre-existing arrangements?	2.4 Pre-existing Arrangements. <u>For Sprint's pre-existing Interconnection arrangements in effect on the Effective Date of this Agreement. Until otherwise requested by Sprint,</u> AT&T-9STATE shall continue to provide <u>those</u> Interconnection arrangements through the existing Interconnection Facilities and Point of Interconnection established pursuant to the Interconnection agreement that is being replaced by this Agreement. <u>After the Effective Date of this Agreement,</u> AT&T-9STATE shall provide <i>such any</i> new Interconnection Facilities, Points of Interconnection and Interconnection arrangements as Sprint may request pursuant to <u>the terms and conditions of</u> this Agreement.	AT&T-9STATE is willing to allow the existing interconnection architecture to remain in place, but all new interconnection arrangements should be installed per the new agreement.	This section addresses the reality that there are already physically existing Interconnection Facilities and Points of Interconnection in place that will remain in place unless otherwise modified, as well as new arrangements that will occur after the execution of this Agreement.
AT&T Ntwk Int Issue 5	Network Interconnection (Attachment 3) – Part A – Sections 2.8, 2.3	Where is Sprint entitled to designate the Point of Interconnection (POI) and how many POIs may be required?	<u>2.8 Points of Interconnection</u> <u>2.8.1 A minimum of one Point of Interconnection shall be established in each LATA in which Sprint originates, terminates, or exchanges local traffic or ISP-bound traffic and interconnects with AT&T-9STATE. The location of the initial Point of Interconnection shall be established by mutual agreement of AT&T-9STATE and Sprint. In selecting the initial Point of Interconnection, both AT&T-9STATE and Sprint will act in good faith and select the point that is most efficient for both AT&T-9STATE and Sprint. Sprint and AT&T-9STATE shall each be responsible for engineering and maintaining the network on its side of the Point of Interconnection. Establishment of an initial Point of Interconnection will be initiated by written request and will be based on traffic volumes and patterns, facilities available, and other factors unique to the area.</u> <u>2.8.1.a Responsibilities of the Parties</u> <u>2.8.1.a.1 Sprint shall provide all applicable network information on forms acceptable to AT&T-9STATE (as set forth in AT&T-22STATE</u>	AT&T-9STATE's language provides more specificity that will result in a more balanced network architecture. It is reasonable for AT&T-9STATE to be involved in the decision making process as to which method to utilize. Sprint may select the POI(s) on AT&T-9STATE's network where the Parties deliver Section 251(b)(5)/IntraLATA Toll Traffic to each other and Sprint shall establish additional POIs when traffic exceeds 24 DS1s at peak for 3 consecutive months. Also see Issue 22 (PLF) below.	Sprint does not agree with AT&T wireline language, Section 2.8, in which AT&T attempts to impose mutuality obligations upon Sprint that are inconsistent with Sprint's rights to select the number and locations of POIs as long as there is a minimum of one per LATA, and such location is at a Technically Feasible point.

**AT&T SOUTH CAROLINA and SPRINT CLEC
Decision Point List (DPL)
ATTACHMENT 3 - NETWORK INTERCONNECTION - CLEC**

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			<p><u>CLEC Handbook, published on the AT&T CLEC Online website).</u></p> <p><u>2.8.1.a.2 Upon receipt of Sprint's Notice to interconnect, the Parties shall schedule a meeting to document the network architecture (including trunking). The Interconnection Activation Date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.</u></p> <p><u>2.8.1.a.3 Either Party may add or remove switches. The Parties shall provide 120 calendar days written Notice to establish such Interconnection; and the terms and conditions of this Attachment will apply to such Interconnection.</u></p> <p><u>2.8.1.a.4 The Parties recognize that a facility handoff point must be agreed upon to establish the demarcation point for maintenance and provisioning responsibilities for each Party on its side of the POI.</u></p> <p><u>2.8.1.1 When Sprint has established a Single POI (or multiple POIs) in a LATA, Sprint agrees to establish additional points of interconnection at an AT&T-9STATE Tandem Serving Area (TSA) separate from the existing POI arrangement when traffic through the existing POI arrangement to that AT&T 22STATE TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or at an AT&T End Office in a local calling area not served by an AT&T-9STATE Tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic through the existing POI arrangement to that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.</u></p> <p><u>2.8.1.2 Upon written notification from AT&T-9STATE or Sprint</u></p>		

**AT&T SOUTH CAROLINA and SPRINT CLEC
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			<p><u>requesting the establishment of an additional point of interconnection, the additional POI(s) will be established within ninety (90) calendar days of notification that the threshold has been met.</u></p> <p><u>2.8.2 A Party seeking to change the physical architecture plan shall provide thirty (30) calendar days advance written Notice of such intent. After Notice is served, the normal project planning process described above will be followed for all physical architecture plan changes.</u></p> <p><u>2.8.3 Sprint is solely responsible, including financially, for the facilities that carry OS/DA, E911, mass Calling and Third Party Trunk Groups</u></p> <p><i>2.3 Point(s) of Interconnection. The Parties will establish reciprocal connectivity to at least one AT&T 9-STATE Access Tandem selected by Sprint within each LATA that Sprint desires to serve. Notwithstanding the foregoing, Sprint may elect to Interconnect at any additional Technically Feasible Point(s) of Interconnection on the AT&T network.</i></p>		
AT&T Ntwk Int Issue 6	Network Interconnection (Attachment 3) – Part A – Section 2.5.2, 2.9	Sprint Issue: What Interconnection Facilities / Trunking provisions should be included regarding which party selects	<p><i>2.5.2 Trunk Groups. The Parties will establish trunk groups from the Interconnection Facilities such that each Party provides a reciprocal of each trunk group established by the other Party. Notwithstanding the foregoing, each Party may construct its network to achieve optimum cost effectiveness and network efficiency. Unless otherwise agreed, AT&T 9-STATE will provide or bear the cost of all trunk groups for the delivery of Authorized Services traffic from the POI at which the Parties Interconnect to the Sprint Central Office Switch, and Sprint will provide the delivery of Authorized Services traffic from the Sprint</i></p>	AT&T-9STATE language provides the specificity to establish the necessary trunk groups in order to route traffic and maintain the ability for billing traffic at the appropriate rate. Additionally, AT&T's language more clearly defines the various type of	

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		<p>whether Facilities will be 1-way or 2-way; and, any requirement for establishment of reciprocal trunk groups?</p> <p>AT&T Issue: What are the provisions for interconnection trunking?</p>	<p><i>Central Office Switch to each POI at which the Parties Interconnect.</i></p> <p><u>2.9 Interconnection Trunking</u></p> <p><u>2.9.1 AT&T-9STATE and Sprint will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Attachment and accepted industry practices.</u></p> <p><u>2.9.1.1 Sprint shall issue ASRs for two-way trunk groups and for one-way trunk groups originating at Sprint's switch. AT&T-9STATE shall issue ASRs for one-way trunk groups originating at the AT&T-9STATE switch.</u></p> <p><u>2.9.1.2 Trunk groups for ancillary services (e.g., OS/DA, BLVI, High Volume Call In, and E911) and Third Party Trunk Groups can be established between Sprint's switch and the appropriate AT&T-9STATE Tandem Switch as further provided in this Section</u></p> <p><u>2.9.2 Any Sprint request that requires special AT&T-9STATE translations and other network modifications will require Sprint to submit a Bona Fide Request via the Bona Fide Request Process set forth in the General Terms and Conditions.</u></p> <p><u>2.9.3 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling will be used. AT&T-9STATE will not be responsible for correcting any undesirable characteristics, service problems or performance problems that are associated with MF/SS7 inter-working or the signaling protocol required for Interconnection with Sprint employing MF signaling.</u></p>	<p>trunk groups and the type of traffic each trunk can carry, in order to accommodate the appropriate billing records necessary for intercarrier compensation.</p> <p>See also Issue 8.</p>	

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			<p><u>2.9.4 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks, and such 64CCC must be specified by Sprint on the order.</u></p> <p><u>2.9.4 a The number of digits to be exchanged by the Parties shall be ten (10) unless otherwise mutually agreed.</u></p> <p><u>2.9.6 One-way and Two-way Interconnection Trunking</u></p> <p><u>2.9.6.1 One-Way Interconnection Trunking</u></p> <p><u>2.9.6.1.1 One-way interconnection trunking for Local and IntraLATA Toll Traffic may be established by Sprint from its end office or switch to deliver such traffic to each AT&T-9STATE access tandem in the LATA where Sprint homes its NPA/NXX codes for calls destined to or from all AT&T-9STATE End Offices that subtend the designated Tandem. These trunk groups shall be one-way except where two-way trunks have been mutually agreed and will utilize SS7 signaling. Where Sprint does not interconnect at every Access Tandem switch location in the LATA, Sprint must use Multiple Tandem Access (MTA) to route traffic to End Users through those Tandems within the LATA to which CLEC is not interconnected. To utilize MTA, Sprint must establish Local Interconnection Trunk Groups to a minimum of one (1) Access Tandem within each LATA as required. AT&T-9STATE will route Sprint originated IntraLATA Toll traffic for LATA-wide transport and termination. Compensation for MTA is described below.</u></p> <p><u>2.9.6.1.2 The establishment of one-way interconnection trunking to a</u></p>		

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			<p><u>Party's end office provides for the delivery of the originating Party's Local and IntraLATA Toll Traffic to the terminating Party's end users served by such end office.</u></p> <p><u>2.9.6.1.3 Sprint's establishment of one-way interconnection trunking to a AT&T-9STATE Local tandem provides for the delivery of its originated Local Traffic to the AT&T-9STATE end users served by AT&T-9STATE end offices subtending such AT&T-9STATE Local tandem or other AT&T-9STATE local tandems within the same local calling area according to the provisions in the Local Tandem Interconnection Trunking section of this Attachment.</u></p> <p><u>2.9.6.1.4 Unless multiple tandem access is ordered, Sprint CLEC's establishment of one-way interconnection trunks at AT&T-9STATE access tandems provides intratandem delivery of Sprint CLEC's originating Local and IntraLATA Toll Traffic to the AT&T-9STATE end users served by such AT&T-9STATE access tandem.</u></p> <p><u>2.9.6.2 Two-Way Interconnection Trunking (may be established and used upon mutual consent of the Parties).</u></p> <p><u>2.9.6.2.1 Two-way interconnection trunking may be utilized by the Parties to transport Local and IntraLATA Toll Traffic between Sprint's end office or switch and AT&T-9STATE's access tandem in the LATA where Sprint homes its NPA/NXX codes for calls destined to or from all AT&T-9STATE End Offices that subtend the designated Tandem. These trunk groups will utilize SS7 signaling. Where Sprint does not interconnect at every Access Tandem switch location in the LATA, Sprint must use Multiple Tandem Access (MTA) to route traffic to End Users through those Tandems within the LATA to which CLEC is not interconnected. To utilize MTA, Sprint must establish Local</u></p>		

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			<p><u>Interconnection Trunk Groups to a minimum of one (1) Access Tandem within each LATA as required. AT&T-9STATE will route Sprint originated IntraLATA Toll traffic for LATA-wide transport and termination. Compensation for MTA is described in Section XXX below. Two-way interconnection trunking may also be used to transport Local Traffic between Sprint's end office or switch and AT&T-9STATE's local tandem. Upon determination that two-way interconnection trunking will be used, Sprint shall order such two-way trunking via the Access Service Request (ASR) process in place for Local Interconnection. Furthermore, the Parties shall jointly review such trunking performance and forecasts on a periodic basis. The Parties shall mutually agree upon the quantity of trunks and provisioning shall be jointly coordinated.</u></p> <p><u>2.9.6.2.1.1 AT&T-9STATE</u></p> <p><u>2.9.6.2.1.1.1 AT&T-9STATE will provide two-way interconnection trunking upon Sprint's request. Once two-way interconnection trunking is established, AT&T-9STATE must use such two-way trunking for AT&T-9STATE-originated traffic.</u></p> <p><u>2.9.6.2.1.1.2 The selection of the Point of Interconnection for two-way trunking will be pursuant to Section 2.8 of this Attachment.</u></p> <p><u>2.9.6.2.1.2.2 The selection of the Point of Interconnection for two-way trunking will be pursuant to Section 2.8 of this Attachment..</u></p> <p><u>2.9.6.2.2 The establishment of two-way interconnection trunks between the Parties' end offices provides for the receipt and delivery of the Parties' Local and IntraLATA Toll Traffic between the Parties' end users served by such end offices.</u></p>		

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			<p><u>2.9.6.2.3 The Parties' establishment of two-way interconnection trunking to a AT&T-9STATE local tandem provides for the receipt and delivery of the Parties Local Traffic between the Parties' end users served by such end offices.</u></p> <p><u>2.9.6.2.4 The Parties establishment of two-way interconnection trunks between a Sprint end office and a AT&T-9STATE access tandem provides intra-tandem delivery of Sprint's originating Local and IntraLATA Toll Traffic from Sprint end users served by such Sprint end office to the AT&T-9STATE end users served by such AT&T-9STATE access tandem.</u></p> <p><u>2.9.6.2.4.1 Furthermore, such two-way interconnection trunks between a AT&T-9STATE access tandem and a Sprint end office allows AT&T-9STATE to deliver AT&T-9STATE originated Local and IntraLATA Toll Traffic from AT&T-9STATE end users to the Sprint end users served by such Sprint end office.</u></p> <p><u>2.9.6.3 Both Parties will use the Trunk Group Service Request (TGSR) to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.</u></p> <p><u>2.9.7.3 Toll Free Traffic</u></p> <p><u>2.9.7.3.1 If Sprint chooses AT&T-9STATE to handle Toll Free database queries from its switches, all Sprint originating Toll Free traffic will be routed over the Third Party Trunk Groups.</u></p>		

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			<p><u>2.9.7.3.2 All originating Toll Free Service (Toll Free) calls for which Sprint requests that AT&T-9STATE perform the Service Switching Point ("SSP") function (i.e., perform the database query) shall be delivered using GR-394 format over the Third Party Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.</u></p> <p><u>2.9.7.3.3 Sprint may handle its own Toll Free database queries from its own switch. If so, Sprint will determine the nature (Local/Intra-LATA or IXC-carried) of the Toll Free call based on the response from the database. If the query determines that the call is a AT&T-9STATE Local or IntraLATA Toll Free number, Sprint will route the post-query Local or IntraLATA converted ten-digit local number to AT&T-9STATE over the Local or Intra-LATA Trunk Group and shall provide an 800/(8YY) billing Record to AT&T-9STATE. If the query determines that the call is an IXC-carried 800/(8YY) number, Sprint shall route the post-query IXC-carried call (800/(8YY) number) directly from its switch for carriers interconnected with its network or over the Third Party Trunk Group, as appropriate, to carriers not directly connected to its network but which are connected to AT&T-9STATE's Access or Local/Access Tandem Switch. Calls will be routed to AT&T-9STATE over the appropriate trunk group as defined above, within the LATA in which the calls originate.</u></p>		

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			<p><u>2.9.7.3.4 All post-query Toll Free Service (Toll Free) calls for which Sprint performs the SSP function, if delivered to AT&T-9STATE, shall be delivered using GR-394 format over the Third Party Trunk Group for calls destined to IXCs, or shall be delivered by Sprint using GR-317 format over the Local Only and/or Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the Tandem.</u></p> <p><u>2.9.8 Access Tandem Interconnection Trunking</u></p> <p><u>2.9.8.1 When Tandem trunks are deployed, Sprint shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem) to the respective AT&T-9STATE Tandems on the trunk groups defined herein. The LERG should be referenced for current routing and tandem serving arrangements. Likewise, AT&T-9STATE shall route appropriate traffic to Sprint switches based on the tandem serving arrangements referenced in the LERG.</u></p> <p><u>2.9.10 AT&T-9STATE Local Tandem Interconnection Trunking</u></p> <p><u>2.9.10.1 This interconnection arrangement allows Sprint to establish interconnection trunking at AT&T-9STATE local tandems for the delivery of Sprint-originated Local Traffic transported and terminated by AT&T-9STATE to AT&T-9STATE end offices within the local calling area as defined in AT&T-9STATE's General Subscriber Services Tariff</u></p>		

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			<p><u>("GSST"), section A3 served by those AT&T-9STATE local tandems.</u></p> <p><u>2.9.10.2 When a specified local calling area is served by more than one AT&T-9STATE local tandem, Sprint must designate a "home" local tandem for each of its assigned NPA/NXXs and establish interconnection trunking to such local tandems. Additionally, Sprint may choose to establish interconnection trunking at the AT&T-9STATE local tandems where it has no codes homing but is not required to do so. Sprint may deliver Local Traffic to a "home" AT&T-9STATE local tandem that is destined for other AT&T-9STATE or third party network provider end offices served by other AT&T-9STATE local tandems in the same local calling area where Sprint does not choose to establish interconnection trunking. It is Sprint's responsibility to enter its own NPA/NXX local tandem homing arrangements into the Local Exchange Routing Guide (LERG) either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Sprint's codes. Likewise, Sprint shall obtain its routing information from the LERG.</u></p> <p><u>2.9.10.3 Notwithstanding establishing interconnection trunking to AT&T-9STATE's local tandems, Sprint must also establish interconnection trunking to AT&T-9STATE access tandems within the LATA on which Sprint has NPA/NXX's homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to connections located at the access tandems.. Toll traffic routed to the local tandem in error will not be backhauled to the AT&T-9STATE</u></p>		

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			<u>access tandem for completion.</u> <u>2.9.12 Other Interconnection Trunk Groups</u> <u>2.9.12.a Third Party Trunk Groups shall be two-way trunks and must be ordered by Sprint to deliver and receive traffic that neither originates with nor terminates to an ATT 9-STATE End User, including interexchange traffic (whether IntraLATA or InterLATA) to/from Sprint End Users and IXCs. . Establishing Third Party Trunk Groups at Access and Local Tandems provides Intra-Tandem Access to the Third Party also interconnected at those Tandems. Sprint shall be responsible for all recurring and nonrecurring charges associated with the traffic transported over these Third Party Trunk Groups.</u>		
AT&T Ntwk Int Issue 7	Network Interconnection (Attachment 3) – Part A – Section 2.9.12	AT&T Issue: Should the Agreement include terms for interconnecting with AT&T's Operator Services / Directory Assistance switches?	<u>2.9.12.3 Operator Services/Directory Assistance Trunk Group(s)</u> <u>2.9.12.3.a Requirements to Physically Interconnect:</u> <u>2.9.12.3.a.1 This Section describes the Parties' physical interconnection and trunking requirements for a Facility-Based CLEC that wishes to interconnect with AT&T-9STATE's OS/DA switches The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the Point of Interconnection (POI) for the physical interconnection of all other</u>	Yes. The Agreement should include terms for interconnecting with AT&T's Operator Services / Directory Assistance switches in the event the CLEC desires to utilize this service.	

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			<p><u>inter-carrier voice traffic, but at a minimum must be in the Local Access And Transport Area (LATA) within which the CLEC's OS/DA traffic originates .Because Sprint's switch may serve End Users in more than one LATA, the Parties agree that Sprint's OS/DA traffic originates from the physical location of the End User dialing 0-, 0+, 411, 1411, or 555-1212 and not the physical location of Sprint's switch. To the extent Sprint is serving via circuit-switched wireless technology, the physical location of the End User dialing 0-, 0+, 411, 1411, or 555-1212 shall be deemed the End User's physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.</u></p> <p><u>2.9.12.3.a.2 The Parties will establish an OS/DA demarcation point at the AT&T-9STATE's OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:</u></p> <p><u>2.9.12.3.a.2.1 The size and type of facilities needed to carry Sprint's switch-based OS/DA traffic;</u></p> <p><u>2.9.12.3.a.2.2 Whether Sprint wishes to interconnect for only OS, or only DA, or both;</u></p> <p><u>2.9.12.3.a.2.3 Whether Sprint or Sprint's Affiliate is collocated in an AT&T-9STATE Local Tandem office and wishes to use the collocation as the OS/DA demarcation point; and</u></p> <p><u>2.9.12.3.a.2.4 Whether Sprint or Sprint's Affiliate already has existing OS/DA facilities in place to the AT&T-9STATE's OS/DA</u></p>		

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			<p><u>platforms.</u></p> <p><u>2.9.12.3.a.3 Sprint shall be financially responsible for the transport facilities to the AT&T-9STATE's switch(es). Sprint may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-9STATE's intrastate Special Access Tariff.</u></p> <p><u>2.9.12.3.1 If AT&T-9STATE provides Inward Assistance Operator Services for Sprint, Sprint will initiate an ASR for a two-way trunk group from its designated operator services switch to the AT&T-9STATE Operator Services Tandem utilizing MF signaling.</u></p> <p><u>2.9.12.3.2 If AT&T-9STATE provides Directory Assistance and/or Operator Services for Sprint , the following trunk groups are required:</u></p> <p><u>2.9.12.3.3 Directory Assistance (DA):</u></p> <p><u>2.9.12.3.3.1 Sprint may contract for DA services only. A segregated trunk group for these services will be required to the appropriate AT&T-9STATE Operator Services Tandem in the LATA for the NPA Sprint wishes to serve. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). Sprint will have administrative control for the purpose of issuing ASRs on this one-way trunk group.</u></p> <p><u>2.9.12.3.4 Directory Assistance Call Completion (DACC):</u></p>		

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			<p><u>2.9.12.3.4.1 Sprint may also contract for DACC. This requires a segregated one-way trunk group to each AT&T-9STATE Operator Services Tandem within the LATA for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). Sprint will have administrative control for the purpose of issuing ASRs on this one-way trunk group.</u></p> <p><u>2.9.12.3.5 Busy Line Verification/Emergency Interrupt (BLV/EI):</u></p> <p><u>2.9.12.3.5.1 Where available, when AT&T-9STATE's operator is under contract to verify the Busy Line or Emergency Interrupt status of the Sprint End Users, AT&T-9STATE will utilize a segregated one-way BLV trunk group with MF signaling from AT&T-9STATE's Operator Services Tandem to Sprint's switch serving End Users in that LATA. Sprint will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The BLV trunk group will be designated with the appropriate traffic use code and modifier.</u></p> <p><u>2.9.12.3.6 Operator Assistance (0+, 0-):</u></p> <p><u>2.9.12.3.6.1 This service requires a one-way trunk group from the Sprint switch to AT&T-9STATE's Operator Services Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate</u></p>		

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			<u>traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use bercode and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. Sprint will have administrative control for the purpose of issuing ASR's on this one-way trunk group.</u>		
AT&T Ntwk Int Issue 8	Network Interconnection (Attachment 3) – Part A – Sections 2.5	<p>Sprint Issue: What Interconnection Facilities / Trunking provisions should be included regarding which party selects whether Facilities will be 1-way or 2-way; and, any requirement for establishment of reciprocal trunk groups?</p> <p>AT&T Issue: What is the appropriate definition of</p>	<p><i>2.5 Interconnection Facilities.</i></p> <p><i>2.5.1 Directionality and Conformance Standards. Interconnection Facilities will be established as two-way Facilities except a) where it is not Technically Feasible for AT&T 9-STATE to provide the requested Facilities as two-way Facilities, or b) where Sprint requests the use of one-way Facilities. Interconnection Facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 (SS7) connectivity is required at each Interconnection Point after Sprint implements SS7 capability within its own network. AT&T 9-STATE will provide out-of-band signaling using Common Channel Signaling Access Capability where Technically Feasible, AT&T 9-STATE and Sprint Facilities' shall provide the necessary on-hook, off-hook Answer and Disconnect Supervision and shall hand off calling party number ID when Technically Feasible. If a Party Interconnects via the purchase of Facilities and/or services from the other Party, the appropriate tariff from which such services are purchased for use as Interconnection Facilities will apply, subject to the rates, terms and conditions set forth in this Agreement.</i></p>	Interconnection facilities are non-directional. Interconnection trunking along with directionality of traffic is addressed in Section 2.9, Issue 6 above.	As long as it is Technically Feasible, AT&T is required to provide 2-way trunking upon Sprint's request. 47 C.F.R. § 51.305(f).

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		Interconnection Facility?			
AT&T Ntwk Int Issue 9	Network Interconnection (Attachment 3) – Part A – Sections 2.5.3, 2.6, 2.9, 6.4	<p>How are Interconnection Facilities Costs apportioned between the Parties?</p> <p>Sprint Issue: Should transit traffic that originates with a third party and terminates to Sprint be imputed to Sprint for purposes of allocating the proportionate use of interconnection facilities?</p>	<p><i>2.5.3 Interconnection Facility Costs. The costs of Interconnection Facilities provided directly by one Party to the other, or by one of the Parties obtaining such Facilities from a Third Party, shall be shared between the Parties as follows:</i></p> <p><i>(a) Sprint wireless MSC Location. When a Sprint MSC and the POI to which is Interconnected are in the same MTA, the Sprint MSC location means the actual physical location of such MSC in that MTA. When a Sprint MSC is physically located in a different MTA than the POI to which it is Interconnected, the Sprint MSC location means such MSC's point of presence location designated in the LERG that is within the same MTA as the POI.</i></p> <p>(b) Sprint Switch Location, When a Sprint switch and the POI to which it is Interconnected are in the same LATA, the Sprint switch location means the actual physical location of such CLEC switch in that LATA. When a Sprint switch is physically located in a different LATA than the POI to which it is Interconnected, the Sprint switch location means such CLEC switch's point of presence location designated in the LERG that is within the same LATA as the POI.</p> <p><i>(c) Two-way Interconnection Facilities. The recurring and non-recurring costs of two-way Interconnection Facilities between Sprint Central Office Switch locations and the POI(s) to which such switches are interconnected at AT&T 9-STATE Central Office Switches shall be shared based upon the Parties' respective proportionate use of such Facilities to deliver all Authorized Services traffic originated by its respective End-User or Third-Party customers to the terminating Party. Such proportionate use will,</i></p>	<p>AT&T responds to each of Sprint's proposed subsections as follows:</p> <p>(a) This Agreement is CLEC specific and should not include CMRS language.</p> <p>(b) AT&T agrees with Sprint's Item (b).</p> <p>(c) and (d) the application of a Percent Local Facility (PLF) factor determines the respective portion to be billed per the local jurisdiction rate (see Issue 22 (PLF)).</p> <p>(e) Transit Service is not provided in this Agreement as described in Issue 1 above. AT&T provides Transit Service via a commercial agreement and that agreement has been provided to Sprint for review.</p> <p>(f) each Party as an originating</p>	<p>47 C.F.R. § 51.703(b) prohibits AT&T from charging Sprint for traffic originated on AT&T's network; and, as the provider of Interconnection Facilities, AT&T is only authorized by 47 C.F.R. § 51.709(b) to charge Sprint "the proportion of that trunk capacity used [by Sprint] to send traffic that will terminate on [AT&T's network]." As to transited traffic, under the calling party network pays regime, an originating carrier is responsible for all of the cost associated with the delivery of its traffic to the terminating network. <i>Mountain Communications, Inc. v. FCC</i>, 355 F.3d 644 (D.C. 2004).</p>

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			<p><i>based upon mutually acceptable traffic studies, be periodically determined and identified as a state-wide "Proportionate Use Factor".</i></p> <p><i>(1) As of the Effective Date the Parties' Proportionate Use Factor is deemed to be 50% Sprint and 50% AT&T 9-STATE. Beginning six (6) months after the Effective Date, and thereafter not more frequently than every six (6) months, a Party may request re-calculation of a new Proportionate Use Factor to be prospectively applied,</i></p> <p><i>(2) Unless another process is mutually agreed to by the Parties, on each invoice rendered by a Party for two-way Interconnection Facilities, the Billing Party will apply the Proportionate Use Factor to reduce its charges by the Billing Party's proportionate use of such Facilities. The Billing Party will reflect such reduction on its invoice as a dollar credit reduction to the Interconnection Facilities charges to the Billed Party, and also identify such credit by circuit identification number(s) on a per DS-1 equivalents basis.</i></p> <p><i>(d) One-way Interconnection Facilities. When one-way Interconnection Facilities are utilized, each Party is responsible for the ordering and all costs of such Facilities used to deliver of Authorized Services traffic originated by its respective End User or Third Party customers to the terminating Party.</i></p> <p><i>(e) Transit Service Interconnection Facilities. The costs of Interconnection Facilities used to deliver Sprint-originated Authorized Services traffic between a Point of Interconnection at an AT&T 9-State Switch and the POI at which AT&T hands off Sprint originated traffic to a Third Party who is indirectly Interconnected with Sprint via AT&T, are recouped by AT&T as a component of AT&T's Transit Service per</i></p>	<p>Party shall establish direct end office trunking to the terminating Party's end office (which may have a Tandem routed overflow) if the traffic destined for that end office exceeds the equivalent of a DS1, unless otherwise mutually agreed to by the Parties. AT&T requests all carriers to establish direct end office trunks (DEOTs) at a DS1 threshold, which is the threshold it uses to determine when AT&T must establish DEOTs itself. DEOTs are necessary to protect AT&T's network and minimize tandem exhaust.</p>	

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			<p><i>minute of use charge. AT&T shall not charge Sprint for any costs associated with the origination or delivery of any Third Party traffic delivered by AT&T to Sprint.</i></p> <p><i>(f) DEOT Interconnection Facilities. Subject to Sprint's sole discretion, Sprint may (1) order DEOT Interconnection Facilities as it deems necessary, and (2) to the extent mutually agreed by the Parties on a case by case basis, order DEOT Interconnection Facilities to accommodate reasonable requests by AT&T. A DEOT Interconnection Facility creates a Dedicated Transport communication path between a Sprint Switch Location and an AT&T End Office switch. If a DEOT is requested by Sprint, the POI for the DEOT Interconnection Facility is at the AT&T 9-STATE End Office, with the costs of the entire Facility shared in the same manner as any other Interconnection Facility. If a DEOT is being established to accommodate a request by AT&T, absent the affirmative consent of Sprint to a different treatment, the Parties will only share the portion of the costs of such Facilities as if the POI were established at the AT&T Access Tandem that serves the AT&T End Office to which the DEOT is installed, and AT&T will be responsible for all further costs associated with the Facilities between the Access Tandem POI and the AT&T End Office.</i></p> <p><u>2.6.1 For purposes of call transport and termination, Sprint as the originating party may obtain Entrance Facilities from AT&T-9STATE pursuant to the applicable AT&T-9STATE tariff in conjunction with Interconnection Facilities to interconnect with AT&T-9STATE as set forth in the Pricing Schedule.</u></p> <p><u>2.9.11 Direct End Office Interconnection Trunking (DEOT)</u></p> <p><u>2.9.11.1 Direct end office trunks transport traffic between a Sprint</u></p>		

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			<p><u>switch and a AT&T-9STATE end office and are not switched at a Tandem location. When actual or projected End Office Traffic requires twenty-four (24) or more trunks Sprint shall establish a one-way DEOT in AT&T-9STATE (except where the parties have agreed to use two-way trunks.) Once such trunks are provisioned, traffic from Sprint to AT&T-9STATE must be redirected to route first to the DEOT with overflow from either end of the direct end office trunk group alternate routed to the appropriate AT&T-9STATE Tandem that switches traffic If an . AT&T-9STATE End Office does not subtend an AT&T-9STATE Tandem that switches traffic, a direct final DEOT will be established by Sprint and there will be no overflow of traffic. The overflow will be based on the homing arrangements displayed in the LERG.</u></p> <p><u>2.9.11.2 All traffic received by AT&T-9STATE on a direct end office trunk group from Sprint must terminate in the end office, i.e. no tandem switching will be performed in the end office. Where end office functionality is provided in a remote end office of a host/remote configuration, Interconnection at that remote end office is available where technically feasible. The number of digits to be received by the AT&T-9STATE end office shall be mutually agreed upon by the Parties.</u></p> <p><u>2.9.11.3 If a AT&T-9STATE tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Sprint and AT&T-9STATE subscribers.</u></p> <p><u>2.9.11.4 When end office trunking is ordered by AT&T-9STATE to deliver AT&T-9STATE originated traffic to Sprint, AT&T-9STATE will provide overflow routing through AT&T-9STATE tandems consistent</u></p>		

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			<p><u>with how AT&T-9STATE overflows its traffic. The overflow will be based on the homing arrangements Sprint displays in the LERG. Likewise, if Sprint interconnects to a AT&T-9STATE end office for delivery of Sprint originated traffic, Sprint may overflow the traffic through the AT&T-9STATE tandems based on the AT&T-9STATE homing arrangements shown in the LERG.</u></p> <p><u>2.9.11.5 Furthermore, each Party as an originating Party shall establish direct end office trunking to the terminating Party's end office (which may have a Tandem routed overflow) if the traffic destined for that end office exceeds the equivalent of a DS1, unless otherwise mutually agreed to by the Parties.</u></p> <p><u>6.4 Percent Local Facility. AT&T-9STATE and Sprint CLEC will report to the other a Percentage Local Facility (PLF). The application of PLF will determine the respective portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF will be applied to Local Channels, Multiplexing and Interoffice Channel Switched Dedicated Transport as specified in AT&T-9STATE's Jurisdictional Factors Reporting Guide used in the provision of Local Interconnection Trunks. By the first of January, April, July and October of each year, AT&T-9STATE and Sprint CLEC shall provide a positive report updating the PLF and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month to be effective the first bill period the following month, respectively.. Detailed requirements associated with PLF reporting shall be as set forth in AT&T-9STATE Jurisdictional Factors Reporting Guide, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. The Parties have agreed that AT&T-9STATE, as the terminating Party, will provide Sprint CLEC with the calculated PLF</u></p>		

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			<p><u>factor for Sprint CLEC's originated traffic for Sprint CLEC's approval by the end of January, April, July, and October. Within fifteen (15) days of receipt of the PLF factor, Sprint CLEC will provide concurrence with such factor, which AT&T-9STATE will then implement to determine the appropriate local usage compensation to be paid by Sprint CLEC. If the Parties disagree as to the calculation of such factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Once Sprint CLEC develops message recording technology that identifies and reports the jurisdiction of traffic terminated as defined in this Agreement, Sprint will provide AT&T-9STATE with the calculated PLF factor for Sprint's originated traffic. If the terminating Party disagrees with the factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLF factor, shall at the terminating Party's option, be utilized to determine the appropriate portion of switched dedicated transport to be billed per the local jurisdiction rates.</u></p>		
AT&T Ntwk Int Issue Ntwk Int Issue 10	Network Interconnection (Attachment 3) – Parts A and B – Sections 2.5.4, 6.8, 6.9	Sprint Issue: What, if any restrictions may be imposed on the type of Authorized	<p><u>2.5.4 Use of Interconnection Facilities.</u></p> <p><u>(a) No Prohibitions. Nothing in this Agreement shall be construed to prohibit Sprint from using Interconnection Facilities to deliver any Authorized Services traffic to or from any Third-Party.</u></p>	(a) and (b) The Agreement is between AT&T and Sprint, a Competitive Local Exchange Carrier. Therefore, the traffic exchanged between the Parties through the	Combining Authorized Services traffic over the same trunks is efficient, economical, and there is no basis for AT&T to restrict the nature of

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		<p>Services traffic that can be exchanged over the Facilities?</p> <p>AT&T Issue: What are the appropriate forms of traffic exchange over the local exchange facilities?</p>	<p><i>(b) Multi-Use/Multi-Jurisdiction Trunking. Generally, there will be trunk groups between a Sprint MSC and a POI, and between a Sprint switch and a POI. Nothing in this Agreement shall be construed to prohibit a Sprint wireless entity or Sprint from sending and receiving all of such entity's respective Authorized Services traffic over its own respective trunks on a combined trunk group. Further, provided the Sprint wireless entity or Sprint can demonstrate an ability to identify each other's respective Authorized Services traffic as originated by each other's respective switches, upon ninety (90) days notice, either the Sprint wireless entity or Sprint may also commence delivering each other's originating Authorized Services traffic to AT&T 9-STATE over such Sprint entity's combined trunk group.</i></p> <p><i>(c) Jointly Provided Switched Access. When AT&T 9-STATE and Sprint jointly provide switched access services to an IXC regarding the delivery of Telephone Toll Service or Toll Free Service (e.g., originating 8YY services), each Party will provide its own access services to the IXC. The Party identified in the LERG as the Access Tandem provider for such calls will make available to the other Party appropriate billing records at no charge, and each Party will bill its own access services to the IXC.</i></p> <p><i>(d) Sprint as a Transit Provider. As of the Effective Date of this Agreement Sprint is not a provider of Transit Service to either AT&T 9-STATE or a Third Party. However, Sprint reserves the right to become a Transit Service provider in the future, and will provide AT&T 9-STATE a minimum of ninety (90) days notice before Sprint begins using Interconnection Facilities to provide a Transit Service for the delivery of Authorized Services traffic between a Third Party and AT&T 9-STATE.</i></p>	<p>implementation of this Agreement is wireline traffic.</p> <p>(c) See related issue 19 (Switched Access).</p> <p>(d) This Agreement does not include Transit Service provisions (see Issue 1)</p>	<p>Authorized Services traffic that Sprint may exchange over Interconnection Facilities.</p> <p>Notwithstanding AT&T's stated position that "[s]ince the agreement is for local wireless traffic, InterMTA traffic should not be routed over local trunk groups", AT&T regularly sends wireline-originated interMTA traffic over Interconnection Facilities, as it is literally impossible for AT&T to avoid doing so. Thus, AT&T cannot even comply with its own stated position.</p>

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			<u>Introduction:</u> <u>1. The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local) and exchange access (IntraLATA Toll and Switched Access).</u>		
AT&T Ntwk Int Issue 11	Network Interconnection (Attachment 3) – Part A – Section 2.7	What language is appropriate in the Agreement to address Fiber Meet Interconnection?	<p>2.7 Fiber Meet Interconnection</p> <p><u>2.7.1 Fiber Meet Interconnection between AT&T 9-STATE and Sprint can occur at any Technically Feasible point between Sprint premises and an AT&T 9-STATE Central Office, within an MTA, or LATA, as applicable, or at any other mutually agreeable point.</u></p> <p><u>2.7.2 If Sprint elects to Interconnect with AT&T 9-STATE pursuant to a Fiber Meet, the Parties shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall Interconnect for the transmission and routing of Authorized Services traffic via designated Facilities at Technically Feasible transmission speeds as mutually agreed to by the Parties. The Parties shall work jointly to determine the specific transmission system to permit the successful Interconnection and completion of traffic routed over the Facilities that Interconnect at the Fiber Meet. The technical specifications will be designed so that each Party may, as far as is Technically Feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the Fiber Meet. Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT).</u></p> <p><u>2.7.3 There are two basic Fiber Meet design options. The option selected must be mutually agreeable to both Parties, but neither</u></p>	AT&T's language is most appropriate for the Agreement. Sprint's language uses terms such as "MTAs" and "Authorized Services" which are not appropriate in this CLEC Agreement (see Sprint's Sections 2.7.1, 2.7.2 and 2.7.12). While AT&T agrees that Sprint should be allowed to maintain existing interconnection arrangements (See Issue 4), Sprint's language would require AT&T to install and maintain facilities on Sprint's side of the POI. AT&T's language more appropriately places the burden of each carrier's facilities on its respective side of the POI.	Sprint's Fiber Meet language incorporates the appropriate use of defined terms.

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			<p><i>shall unreasonably withhold its agreement to utilize a Fiber Meet design option. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.</i></p> <p><i>(a) Design One: Sprint's fiber cable (four fibers) and AT&T 9-STATE's fiber cable (four fibers) are connected at a Technically Feasible point between Sprint and AT&T 9-STATE locations. This Interconnection point would be at a mutually agreeable location approximately midway between the two. The Parties' fiber cables would be terminated and then cross connected on a fiber termination panel. Each Party would supply a fiber optic terminal at its respective end. The POI would be at the fiber termination panel at the mid-point Meet Point.</i></p> <p><i>(b) Design Two: Both Sprint and AT&T 9-STATE each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Sprint and AT&T 9-STATE. AT&T 9-STATE will provide the fibers associated with the "working" side of the system. Sprint will provide the fibers associated with the "protection" side of the system. Sprint and AT&T 9-STATE will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain or fiber ring SONET system. Both Sprint and AT&T 9-STATE will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation.</i></p> <p><i>2.7.4 AT&T 9-STATE shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment within the Interconnecting AT&T 9-STATE Central Office.</i></p>		

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			<p><i>2.7.5 Sprint shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Interconnecting Sprint Central Office.</i></p> <p><i>2.7.6 Sprint and AT&T 9-STATE may mutually agree upon a Technically Feasible Point of Interconnection outside the Interconnecting AT&T 9-STATE Central Office as a Fiber Meet point. AT&T 9-STATE shall make all necessary preparations to receive, and to allow and enable Sprint to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. AT&T 9-STATE shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code will be established for each Point of Interconnection. The code established must be a building type code. All orders shall originate from the Point of Interconnection (i.e., Point of Interconnection to Sprint, Point of Interconnection to AT&T 9-STATE).</i></p> <p><i>2.7.7 Sprint shall deliver and maintain Sprint's fiber optic Facility wholly at its own expense. Upon verbal request by Sprint, AT&T 9-STATE shall allow Sprint access to the Fiber Meet entry point for maintenance purposes as promptly as possible.</i></p> <p><i>2.7.8 Each Party shall provide or lease its own, unique source for the synchronized timing of its equipment. Each timing source must be Stratum-1 traceable. Both Sprint and AT&T 9-STATE agree to establish separate and distinct timing sources which are not derived from the other, and meet the criteria identified above.</i></p> <p><i>2.7.9 Sprint and AT&T 9-STATE will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each</i></p>		

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			<p><i>Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. Sprint and AT&T 9-STATE will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by Sprint and AT&T 9-STATE.</i></p> <p><i>2.7.10 Sprint and AT&T 9-STATE shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of its own SONET transmission system.</i></p> <p><i>2.7.11 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.</i></p> <p><i>2.7.12 Neither Sprint or AT&T 9-STATE shall charge the other for its portion of the Fiber Meet facility used exclusively for the exchange of Authorized Services traffic. Charges incurred for other services from the Fiber Meet to the point where the Facilities terminate, if applicable, will apply.</i></p> <p><u>2.7.1 Fiber Meet Point:</u></p> <p><u>2.7.1.1 Fiber Meet Point between AT&T-9STATE and Sprint can occur at any mutually agreeable and technically feasible point at an AT&T-9STATE Tandem or End Office building within each LATA.</u></p> <p><u>2.7.1.2 When the Parties agree to Interconnect their networks pursuant to the Fiber Meet Point, a single point-to-point linear chain</u></p>		

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			<p><u>SONET system must be utilized (in a Unidirectional Path Switched Ring (UPSR) software configuration for AT&T- 9STATE. Only Local Interconnection Trunk Groups shall be provisioned over this jointly provided facility.</u></p> <p><u>2.7.1.3 Neither Party will be allowed to access the Data Communications Channel (DCC) of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet Point will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.</u></p> <p><u>2.7.1.4 Requirements for Interconnection specifications will be defined in joint engineering planning sessions between the Parties.</u></p> <p><u>2.7.1.5 In addition to the semi-annual trunk forecast process discussions to provide relief to existing facilities can be initiated by either Party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned to accommodate the verified and agreed upon trunk forecast for the Local Interconnection Trunk Group(s).</u></p> <p><u>2.7.1.6 The Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.</u></p> <p><u>2.7.1.7 CLEC will provide fiber cable to the last entrance (or AT&T- 9STATE designated) manhole at the AT&T-9STATE Tandem or End Office building. AT&T-9STATE shall make all necessary preparations in the manhole to receive and to allow and enable</u></p>		

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			<p><u>CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of fiber cable for AT&T-9STATE to pull through to the AT&T-9STATE cable vault. CLEC shall deliver and maintain such strands at its own expense up to the POI. AT&T shall take the fiber from the manhole and terminate it inside AT&T-9STATE's Tandem or End Office building at the cable vault at AT&T-9STATE's expense. In this case, the POI shall be at the AT&T-9STATE designated manhole location. Each Party shall provide its own source for the synchronized timing of its FOT equipment.</u></p> <p><u>2.7.1.8 Sprint and AT&T-9STATE will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below in this document.</u></p> <p><u>2.7.1.9 Electrical handoffs for Fiber Meet Point will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, AT&T-9STATE will provide any multiplexing required for DS1 facilities or trunking at its end and Sprint will provide any DS1 multiplexing required for facilities or trunking at its end.</u></p>		
AT&T Ntwk Int Issue 12	Network Interconnection (Attachment 3) – Part A – Section 2.9	Sprint Issue: What is the appropriate price for Facilities / Trunking,	<p><i>2.9 Interconnection Facilities/Arrangements Rates and Charges.</i></p> <p><i>2.9.1 AT&T 9-STATE Rates and Charges. Beginning with the Effective Date, all recurring and non-recurring rates and charges ("Rates/Charges") charged by AT&T 9-STATE for pre-existing or new Interconnection Facilities or Interconnection arrangements</i></p>	The local interconnection facilities for the wireline traffic in this agreement will be provided at rates provided in the applicable AT&T tariff. See related Issue 3. AT&T	47 U.S.C. Section 252(d)(1) establishes the federal Pricing Standards applicable to, and under which, the Commission is required to establish the

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		<p>TELRIC or Market? Is it permissible to price interconnection facilities for CMRS carriers at market based rates?</p> <p>AT&T Issue: Should interconnection facilities be priced at cost based rates, and if so, what are those rates?</p>	<p><i>("Interconnection-Related Services") that AT&T provides to Sprint shall be at <u>the lowest of the following Rates/Charges:</u></i></p> <p><i>a) The Rates/Charges in effect between the Parties' for Interconnection-Related Services under the Interconnection agreement in effect immediately prior to the Effective Date of this Agreement;</i></p> <p><i>b) The Rates/Charges negotiated between the Parties as replacement Rate/Charges for specific Interconnection-Related Services to the extent such Rates/Charges are expressly included and identified in this Agreement;</i></p> <p><i>c) The Rates/Charges at which AT&T 9-STATE charges any other Telecommunications carrier for similar Interconnection-Related Services;</i></p> <p><i>d) AT&T 9-STATES' tariffed Facility Rates/Charges reduced by thirty-five percent (35%) to approximate the forward-looking economic cost pursuant to 47 C.F.R. § 51.501 et. seq. when such Facilities are used by Sprint as Interconnection Facilities. Such reduced tariff Rates/Charges shall remain available for use at Sprint's option until such time that final Interconnection Facilities Rates/Charges are established by the Commission based upon an approved AT&T 9-STATE forward looking economic cost study either in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission; or,</i></p> <p><i>e) The Rates/Charges for any other Interconnection arrangement established by the Commission based upon an approved AT&T 9-STATE forward looking economic cost study in the arbitration proceeding that established this Agreement or such additional cost</i></p>	<p>disagrees with Sprint's language with the exception of Sprint's Section 2.9.4. The purpose of the Agreement is to provide contractual certainty for a set period of time. Sprint is not entitled to 'cherry-pick', at its convenience, any better pricing it may deem desirable at some unknown point in the future. If Sprint seeks rates that differ from the Commission-approved cost-based rates AT&T proposes, Sprint must provide support for such rates in the form of a cost-study, supporting what it believes are appropriate forward-looking costs. Sprint has made no such showing, and, therefore, the agreement should reflect current and approved rates as they exist today.</p>	<p>just and reasonable rate for Interconnection Facilities provided by an ILEC such as AT&T pursuant to its 251(c)(2) interconnection obligations. Pursuant to the FCC's pricing methodology contained in 47 C.F.R. § 51.501 et. seq., the price for Interconnection Facilities is established based upon forward-looking economic costs as defined in 47 C.F.R. § 51.505, which is commonly referred to as TELRIC pricing.</p> <p>In the absence of lower, current TELRIC pricing (i.e., updated since the AT&T/BellSouth merger) AT&T should be required to offer Interconnection Facilities at interim rates that are no higher than AT&T's tariffed Facility Rates/Charges reduced by thirty-five percent (35%) until such time that</p>

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			<p><i>proceeding as may be ordered by the Commission.</i></p> <p><i>2.9.2. Reduced AT&T 9-STATE Rates/Charges True-Up. If the lowest AT&T 9-STATE Rates/Charges are established by the Commission in the context of the review and approval of an AT&T 9-STATE cost-study, or were provided by AT&T to another Telecommunications carrier and not made known to Sprint until after the Effective Date of this Agreement, AT&T 9-STATE shall true-up and refund any difference between such Rates/Charges and the Rates/Charges that Sprint was invoiced for such Interconnection-related services between the Effective Date of this Agreement and the date that AT&T 9-STATE implements billing the reduced Rate/Charges to Sprint. AT&T 9-STATE shall implement all reductions in Interconnection-related Rates/Charges as non-chargeable record-keeping billing adjustments at its own cost, and shall not impose any disconnection, re-connection, or re-arrangement requirements or charges of any type upon Sprint as a pre-requisite to Sprint receiving such reduced Interconnection Rates/Charges.</i></p> <p><i>2.9.3 Sprint Rates and Charges. Rates/Charges for pre-existing and new Interconnection Facilities that Sprint provides AT&T 9-STATE will be on a pass-through basis of the costs incurred by Sprint to obtain and provide such Facilities.</i></p> <p><i>2.9.4 Billing. Except to the extent otherwise provided in Section 2.5.3 and this Section, or as may be mutually agreed by the Parties, billing for Interconnection Facilities will be on a monthly basis, with invoices rendered and payments due in the same time frames and manner as billings for other Services subject to the terms and conditions of this Agreement. Subject to all of the provisions of this Section 2 Network Interconnection, general billing requirements are in the General</i></p>		<p>current TELRIC studies are performed to establish current Interconnection Facility TELRIC pricing.</p> <p>Further, if AT&T provides interconnection arrangements to any carrier that is lower than either a) existing AT&T Interconnection Facility TELRIC pricing, or b) AT&T's tariffed Facility Rates/Charges reduced by 35% or more, principles of non-discrimination require AT&T to disclose such arrangements for Sprint to determine whether or not it is entitled to such pricing.</p>

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			<i>Terms and Conditions and Attachment 7.</i>		
AT&T Ntwk Int Issue 13	Network Interconnection (Attachment 3) – Part A – Sections 2.9, 3	<p>What Network Management provisions should be included?</p> <p>What is the appropriate language to describe the parties' obligations regarding high volume mass calling trunk groups?</p> <p>What are the appropriate trunk blocking objectives?</p>	<p>3. Network Management</p> <p><i>3.1 The Parties will work cooperatively to install and maintain reliable Interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. AT&T 9-STATE will provide notice of changes in the information necessary for the transmission and routing of services using its Facilities or networks, as well as of any other changes that would affect the interoperability of those Facilities and networks.</i></p> <p><i>3.2 Blocking. The Interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.</i></p> <p><i>3.2.1 Design Blocking Criteria. Forecasting trunk projections and servicing trunk requirements for Interconnection trunk groups shall be based on the average time consistent busy hour load of the busy season, determined from the highest twenty (20) consecutive average Business Days. The average grade-of-service for Interconnection final trunk groups shall be the industry standard of one percent (1%) blocking, within the time-consistent twenty day average busy hour of the busy season. Trunk projections and requirements shall be determined by using the industry standard Neil Wilkinson B.01M Trunk Group capacity algorithms for grade-of-service Trunk Groups. (Prior to obtaining actual traffic data measurements, a medium day-to-day variation and 1.0 peakedness factor shall be used to determine projections and requirements).</i></p>	<p>The language should be detailed and include specific requirements such as sizing, notification intervals for new trunks, ongoing projects, etc. Sprint should establish Mass Calling trunks as insurance to protect the network from Mass Calling events. Though rare, there have been instances where congestion due to Mass Calling events have caused major network blockages. The table in AT&T's language has a maximum quantity of 9 trunks per 75,000 customers served for each switch Sprint operates in this state.</p>	<p>Sprint's Network Management provisions are substantially premised upon the Parties original Section 4 Wireless Network Design and Management Provisions. There is no reason why the same, even with slight modification, should not be equally applicable in the context of either a wireless or wireline Interconnecting Sprint entity.</p> <p>Further, it is not appropriate for AT&T to impose unnecessary costs and requirements upon a requesting carrier such as the use of Mass Trunk Groups in the absence of any Sprint need for such facilities.</p>

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			<p><i>3.3 Network Congestion. The Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.</i></p> <p><i>3.3.1 High Volume Call In / Mass Calling Trunk Group. Separate high-volume callin (HVCI) trunk groups will be required for high-volume customer calls (e.g., radio contest lines). If the need for HVCI trunk groups are identified by either Party, that Party may initiate a meeting at which the Parties will negotiate where HVCI Trunk Groups may need to be provisioned to ensure network protection from HVCI traffic.</i></p> <p><i>3.4 Neither Party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either Party's network Interconnection arrangement to conform to the terms and conditions contained in this Agreement. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs, but only to the extent such tariffs and fees are not inconsistent with the terms and conditions of this Agreement.</i></p> <p><i>3.5 Signaling. The Parties will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and BellSouth and Sprint PCS agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP)</i></p>		

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			<p><i>messages to facilitate full interoperability of CCS-based features between the respective networks.</i></p> <p><i>3.6 Forecasting. Sprint agrees to provide forecasts for Interconnection Facilities on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the AT&T 9-STATE forecast. These non-binding forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups for a minimum of three years. When the forecast is submitted, the Parties agree to meet and review the forecast submitted by Sprint. As part of the review process, AT&T 9-STATE will share any network plans or changes with Sprint that would impact the submitted forecast.</i></p> <p><i>3.7 The Parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where AT&T 9-STATE provides recording capabilities. This exchange of information is required to enable each Party to bill properly.</i></p> <p><u>2.9.12.2 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group</u></p> <p><u>2.9.12.2.1 Intentionally left blank.</u></p> <p><u>2.9.12.2.2 Sprint shall establish a dedicated trunk group to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass</u></p>		

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			<p><u>Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final local Interconnection trunk groups. The Party originating the traffic will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties.</u></p> <p><u>2.9.12.2.2.a Upon demonstration that the CLEC switch is unable to utilize MF signaling, the CLEC may utilize SS7 signaling for its HVCI/Mass Calling Trunk Group</u></p> <p><u>2.9.12.2.2.b The HVCI trunk group shall be sized as follows</u></p> <table><tr><th><u>Number of Access Lines Served</u></th><th><u>Number of Mass Calling Trunks</u></th></tr><tr><td><u>0 – 10,000</u></td><td><u>2</u></td></tr><tr><td><u>10,001 – 20,000</u></td><td><u>3</u></td></tr><tr><td><u>20,001 – 30,000</u></td><td><u>4</u></td></tr><tr><td><u>30,001 – 40,000</u></td><td><u>5</u></td></tr><tr><td><u>40,001 – 50,000</u></td><td><u>6</u></td></tr><tr><td><u>50,001 – 60,000</u></td><td><u>7</u></td></tr><tr><td><u>60,001 – 75,000</u></td><td><u>8</u></td></tr><tr><td><u>75,000+</u></td><td><u>9 Maximum</u></td></tr></table> <p><u>2.9.12.2.3 If Sprint should acquire a HVCI/Mass Calling customer, e.g., a radio station, Sprint shall notify AT&T-9STATE at least sixty (60) days</u></p>	<u>Number of Access Lines Served</u>	<u>Number of Mass Calling Trunks</u>	<u>0 – 10,000</u>	<u>2</u>	<u>10,001 – 20,000</u>	<u>3</u>	<u>20,001 – 30,000</u>	<u>4</u>	<u>30,001 – 40,000</u>	<u>5</u>	<u>40,001 – 50,000</u>	<u>6</u>	<u>50,001 – 60,000</u>	<u>7</u>	<u>60,001 – 75,000</u>	<u>8</u>	<u>75,000+</u>	<u>9 Maximum</u>		
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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position										
			<p><u>in advance of the need to establish a one-way outgoing SS7 or MF trunk group from the AT&T-9STATE HVC/Mass Calling Serving Office to Sprint's End User's serving office Sprint will have administrative control for the purpose of issuing ASRs on this one-way trunk group</u></p> <p><u>2.9.12.2.4 Intentionally left blank.</u></p> <p><u>2.9.12.2.5 Where AT&T-9STATE and Sprint both provide HVC/Mass Calling trunking, both parties trunks may ride the same DS-1. MF and SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.</u></p> <p><u>2.9.12.3.7 Trunk Design Blocking Criteria</u></p> <p><u>2.9.12.3.7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Low day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).</u></p> <p><u>TABLE 1</u></p> <table><tr><th>Trunk Group Type</th><th>Design Blocking Objective</th></tr><tr><td>Local Tandem</td><td>1%</td></tr><tr><td>Local Direct End Office (Primary High)</td><td>ECCS*</td></tr><tr><td>Local Direct End Office (Final)</td><td>2%</td></tr><tr><td>IntraLATA</td><td>1%</td></tr></table>	Trunk Group Type	Design Blocking Objective	Local Tandem	1%	Local Direct End Office (Primary High)	ECCS*	Local Direct End Office (Final)	2%	IntraLATA	1%		
Trunk Group Type	Design Blocking Objective														
Local Tandem	1%														
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			<p>Local/IntraLATA 1%</p> <p>InterLATA (Meet Point) Tandem 0.5%</p> <p>911 1%</p> <p>Operator Services (DA/DACC) 1%</p> <p>Operator Services (0+, 0-) 0.5%</p> <p>Busy Line Verification-Inward Only 1%</p> <p><u>*During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group if it is a two-way trunk group that carries the Parties Local and IntraLATA Toll.</u></p> <p><u>2.9.13 Trunk Servicing</u></p> <p><u>2.9.13.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). Sprint will have administrative control for the purpose of issuing ASR's on two-way trunk groups. The Parties agree that neither Party shall alter trunk sizing without first conferring the other party.</u></p> <p><u>2.9.13.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the OBF of the Carrier Liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form. Both Parties reserve the right to issue applicable ASRs if</u></p>		

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			<p><u>so required in the normal course of business.</u></p> <p><u>2.9.13.2a Utilization: Utilization shall be defined as Trunks Required as a percentage of Trunks In Service</u></p> <p><u>2.9.13.2a.1 In A Blocking Situation (Over-utilization)</u></p> <p><u>2.9.13.2a.1.1 In a blocking situation, Sprint is responsible for issuing ASRs on all two-way Local Only, Local Interconnection, Third Party Trunk Groups and one-way Sprint originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, AT&T-9STATE will issue a TGSR. Sprint will issue an ASR within three (3) business days after receipt and review of the TGSR. Sprint will note "Service Affecting" on the ASR.</u></p> <p><u>2.9.13.2a.1.2 In a blocking situation, AT&T-9STATE is responsible for issuing ASRs on one-way AT&T-9STATE originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, Sprint will issue a TGSR. AT&T-9STATE will issue an ASR within three (3) business days after receipt and review of the TGSR</u></p> <p><u>2.9.13.2a.1.3 If an alternate final Local Only Trunk Group or Local Interconnection Trunk Group is at seventy-five percent (75%) utilization, a TGSR may be sent to Sprint for the final trunk group and all subtending high usage trunk groups that are contributing any amount of overflow to the alternate final route</u></p>		

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			<p><u>2.9.13.2a.1.4 If a direct final Third Party Trunk Group is at ninety percent (90%) utilization, a TGSR may be sent to CLEC</u></p> <p><u>2.9.13.2a.2 Underutilization</u></p> <p><u>2.9.13.2a.2.1 Underutilization of Local Only Trunk Groups, Local Interconnection Trunk Groups and Third Party Trunk Groups exist when provisioned capacity is greater than the current need. Those situations where more capacity exists than actual usage requires will be handled in the following manner:</u></p> <p><u>2.9.13.2a.2.1.1 If a Local Only Trunk Group, Local Interconnection Trunk Group, Third Party Trunk Group is under eighty percent (80%) for AT&T 9-STATE, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the Local Only Trunk Group, Local Interconnection Trunk Group, Third Party Trunk Group, which shall be left with not less than fifteen percent (15%) for AT&T 9-STATE. In all cases, grade of service objectives shall be maintained.</u></p> <p><u>2.9.13.2a.2.1.2 Either Party may send a TGSR to the other Party to trigger changes to the Local Only Trunk Groups, Local Interconnection Trunk Groups, Third Party Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR.</u></p> <p><u>2.9.13.2a.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.</u></p>		

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			<p><u>2.9.13.2a.1.4 If AT&T-9STATE does not receive an ASR, or if Sprint does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, AT&T-9STATE will attempt to contact Sprint to schedule a joint planning discussion. If Sprint will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, AT&T-9STATE reserves the right to issue ASRs to resize the Local Only Trunk Groups, Local Interconnection Trunk Groups or Third Party Trunk Groups</u></p> <p><u>2.9.13.2b The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project. Incoming orders will be screened by AT&T-9STATE for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in held status, and a joint planning discussion conducted. The Parties agree to expedite this discussion in order to minimize delay in order processing. Extension of this review and discussion process beyond two (2) Business Days from ASR receipt will require the ordering Party to supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.</u></p> <p><u>2.9.13.3 Unless in response to a blocking situation or for a project, when either Party orders interconnection trunk group augmentations, a Firm Order confirmation (FOC) shall be returned to the ordering Party within three (3) business days from receipt of a valid error free ASR. A project is defined a new trunk group or the request of 96 or more trunks on a single or multiple trunk group(s) in a given local calling</u></p>		

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			<p><u>area. Blocking situations and projects shall be managed through the AT&T-9STATE Interconnection Trunking Project Management group and Sprint 's equivalent trunking group.</u></p> <p><u>2.9.13.4 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.</u></p> <p><u>2.9.14 Projects:</u></p> <p><u>2.9.14.1 Projects require the coordination and execution of multiple orders or related activities between and among AT&T-9STATE and Sprint work groups, including but not limited to the initial establishment of Local Only, Local Interconnection or Third Party Third Party Trunk Groups and service in an area, NXX code moves, rehomes, facility grooming, or network rearrangements.</u></p> <p><u>2.9.14.1.1 Orders that comprise a project, i.e. greater than eight (8) DS1s, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.</u></p> <p><u>2.9.14.2 Projects -Tandem Rehomes/Switch Conversion/Major Network Projects:</u></p> <p><u>2.9.14.2.1 AT&T-9STATE will advise Sprint of all projects</u></p>		

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			<p><u>significantly affecting Sprint trunking. Such projects may include Tandem Rehomes, Switch Conversions and other major network changes. An Accessible Letter with project details will be issued at least six (6) months prior to the project due dates. AT&T-9STATE may follow with a TGSR approximately four (4) to six (6) months before the due date of the project. A separate TGSR will be issued for each Sprint trunk group and will specify the required Sprint ASR issue date. Failure to submit ASR(s) by the required date may result in AT&T-9STATE ceasing to deliver traffic until the ASR(s) are received and processed.</u></p> <p><u>3. Network Design And Management For CLEC Interconnection</u></p> <p><u>3.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective, economical and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks</u></p> <p><u>3.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. AT&T-9STATE will provide out-of-band signaling using Common Channel Signaling Access Capability</u></p>		

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			<p><u>where technically feasible and economically practicable. AT&T-9STATE Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.</u></p> <p><u>3.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate or to any other Party to which each Party provides local interconnection.</u></p> <p><u>3.4 Network Management Controls. Both Parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.</u></p> <p><u>3.4.1 Restrictive Controls</u></p> <p><u>3.4.1.1 Either Party may use protective network traffic management controls such as 6-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. Sprint and AT&T-9STATE will immediately notify each other of any protective control action planned or executed.</u></p> <p><u>3.4.2 Expansive Controls</u></p> <p><u>3.4.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns.</u></p>		

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			<p><u>Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.</u></p> <p><u>3.4.3 Mass Calling</u></p> <p><u>3.4.3.1 Sprint and AT&T-9STATE shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.</u></p> <p><u>3.5 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks. Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or knowingly pass CCS parameters that have been altered in order to circumvent appropriate interconnection charges.</u></p> <p><u>3.5.1 Sprint shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, AT&T-9STATE will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection</u></p>		

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			<p><u>("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by Sprint wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.</u></p> <p><u>3.5.2 Signaling Call Information. AT&T-9STATE and Sprint will send and receive 10digits for Local Traffic. Additionally, AT&T-9STATE and Sprint will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.</u></p> <p><u>3.6 Forecasting Requirements. The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for the Parties to provide as accurate reciprocal trunking forecasts as possible to each other, each Party must timely inform the other Party of any known or anticipated events that may affect reciprocal trunking requirements. If either Party is unable to provide such information, the Parties shall provide trunking forecasts based only on existing trunk group growth and annual estimated percentage of subscriber line growth. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA</u></p>		

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			<p><u>TECHNOLOGIES at 1-800-521-2673.</u></p> <p><u>3.6.1 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging trunk group busy season traffic loads and non-binding forecasts of traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. Sprint may request additional traffic data via the Network Usage Information Service offered in Section A32 of the AT&T-9STATE state General Subscriber Service Tariff. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions - Part A of this Agreement.</u></p> <p><u>3.6.2 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next future year. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems necessary or whenever a significant increase or decrease in trunking demand for the forecasting period occurs. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section</u></p>		

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			<p><u>shall be deemed "Confidential Information" as set forth in the General Terms and Conditions section of this Agreement.</u></p> <p><u>3.6.3 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.</u></p>		
AT&T Ntwk Int Issue 14	Network Interconnection (Attachment 3) – Part B – Section 6 and Pricing Schedule	A) Sprint Issue: Are two Authorized Services traffic categories, with corresponding category rates, sufficient for the Parties to bill each other for traffic exchanged over Interconnection Facilities? If more than two categories of authorized Services traffic and corresponding rates are required, how	<p>6. Authorized Services Traffic Per Minute Usage.</p> <p>6.1 Classification of Authorized Services Traffic Usage.</p> <p><i>[If only two billable categories are deemed necessary]</i></p> <p><i>Authorized Services traffic exchanged between the Parties pursuant to this Agreement will be classified as Authorized Services Terminated Traffic (which includes Telephone Exchange Service Telecommunications traffic, Telephone Toll Service Telecommunications traffic, Information Services traffic, Interconnected VoIP traffic), Jointly Provided Switched Access traffic, or Transit Service Traffic.</i></p> <p><i>[If more than two billable categories are deemed necessary]</i></p> <p><i>Authorized Services traffic exchanged between the Parties pursuant to this Agreement will be classified as Telephone Exchange Service</i></p>	<p>A) This Agreement addresses wireline traffic and does not address wireless traffic exchanged between the Parties. 'Authorized Services' is not appropriate in this Agreement as it does not apply to wireline traffic. AT&T's proposed traffic categories identify the various categories of wireline traffic, including but not limited to Section 251(b)(5) Traffic ("Local Traffic"), ISP-bound traffic, intraLATA toll traffic and Foreign Exchange traffic. It is necessary to delineate the various categories of traffic, as intercarrier compensation applies differently to each. For example, Local Traffic</p>	<p>A) Sprint is willing to consider the use of only two (2) billable Authorized Services Traffic categories, consisting of:</p> <p>1) a single, unified rate for all non-transit traffic; and 2) a TELRIC-based transit charge.</p> <p>If more than two (2) billable Authorized Services Traffic categories must be used, Sprint's language identifies each of the appropriate categories for classifying traffic under this Agreement.</p> <p>B) This section</p>

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		<p>should Authorized Services traffic be categorized?</p> <p>A) AT&T Issue: What is the appropriate language to be included in the Agreement to address how different categories of traffic are treated for compensation?</p> <p>B) Sprint Issue: For each category of Authorized Services traffic, what compensation is due from each Party to the other?</p>	<p><i>Telecommunications traffic, Telephone Toll Service Telecommunications traffic, Information Services traffic, Interconnected VoIP traffic, Jointly Provided Switched Access traffic, or Transit Service Traffic.</i></p> <p><i>6.2 Authorized Services Traffic Usage Rates.</i></p> <p><i>6.2.1 The applicable Authorized Services per Conversation MOU Rate for each category of Authorized Service traffic is contained in the Pricing Schedule attached hereto.</i></p> <p><i>6.2.2 The following are the Authorized Services Per Conversation MOU Usage Rate categories:</i></p> <p><i>[If only two billable categories are deemed necessary]</i> <i>Terminated Traffic Rate</i> <i>Transit Service Rate</i></p> <p><i>[If more than two billable categories are deemed necessary]</i> <i>Telephone Exchange Service Rate</i> <i>Telephone Toll Service Rate</i> <i>Information Services Rate</i> <i>Interconnected VoIP Rate</i></p>	<p>may be compensated at TELRIC-based rates or the FCC ISP compensation rate of \$0.0007 per Minute of Use (MOU), ISP-bound Traffic should be compensated at the FCC ISP compensation rate of \$0.0007 per MOU, and Interexchange traffic at tariffed interstate or intrastate switched access rates Transit service is addressed in AT&T's proposed commercial agreement which has been provided to Sprint (See Issue 1). Sprint's proposal of one "unified rate for all non-transit traffic" upsets the current intercarrier compensation regime which applies different compensation for different categories of traffic, potentially allowing Sprint a competitive advantage relative to all other carriers in this state. Sprint has made no showing as to the appropriateness of its proposed unified rate, and</p>	<p>establishes the application of the Conversation (MOU, Sprint's entitlement to the lowest available rate, true-up, and general symmetrical rate application.</p> <p>C) Wireless intraMTA traffic and wireline Telephone Exchange Service traffic is subject to reciprocal compensation, which is exchanged and billed either a) on a bill and keep basis, b) at the \$.0007 ISP rate, or c) at a TELRIC rate.</p> <p>Wireless interMTA traffic delivered over Interconnection Facilities is, pursuant to 47 C.F.R. § 20.11, subject to reasonable terminating compensation. In the Mobile-to-Land direction, AT&T's costs to terminate an interMTA MOU is exactly the same as it costs to terminate an</p>

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		<p>B) AT&T Issue: What are the appropriate terms and conditions for intercarrier compensation for Section 251(b)(5) Traffic and ISP-Bound Traffic?</p> <p>C) Sprint Issue: What is the</p> <p>a) fair and reasonable, or</p> <p>b) TELRIC rate where applicable for each category of compensable traffic?</p> <p>Sprint Issue: What Pricing sheet provisions are appropriate?</p> <p>C) AT&T Issue: What are the appropriate rates for</p>	<p><i>Transit Service Rate</i></p> <p><i>6.2.2 Beginning with the Effective Date, the applicable Authorized Service Rate ("Rate") that AT&T 9-STATE will charge Sprint for each category of Authorized Service traffic shall be the lowest of the following Rates:</i></p> <p><i>a) The Rate contained in the Pricing Schedule attached hereto;</i></p> <p><i>b) The Rate negotiated between the Parties as a replacement Rate to the extent such Rate is expressly included and identified in this Agreement;</i></p> <p><i>c) The Rate AT&T 9-STATE charges any other Telecommunications carrier for the same category of Authorized Services traffic; or,</i></p> <p><i>d) The Rate established by the Commission based upon an approved AT&T 9-STATE forward looking economic cost study in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission.</i></p> <p><i>6.2.3 Reduced AT&T 9-STATE Rate(s) True-Up. Where the lowest AT&T 9-STATE Rate is established by the Commission in the context of the review and approval of an AT&T 9-STATE cost-study, or was provided by AT&T to another Telecommunications carrier and not made known to Sprint until after the Effective Date of this Agreement, AT&T 9-STATE shall true-up and refund any difference between such reduced Rate and the Rate that Sprint was invoiced by AT&T 9-STATE regarding such Authorized Services traffic between the Effective Date</i></p>	<p>the rate is unsupported in showing that it would appropriately allow the terminating carrier to recover costs incurred in terminating traffic originated from the other Party. AT&T's language is most appropriate for inclusion in the agreement.</p> <p>B) The Parties should compensate each other in a consistent manner for Section 251(b)(5) Traffic and ISP-Bound Traffic that each Party originates and terminates directly to the other Party, using either Commission-approved reciprocal compensation rates or the FCC ISP compensation rate for Section 251(b)(5) Traffic, and the FCC ISP compensation rate of \$0.0007 per MOU for ISP-bound traffic. Though Sprint's proposal for one as-yet undetermined unified rate for all traffic is unreasonable</p>	<p>intraMTA MOU and, therefore, AT&T should be paid the same rate to terminate an interMTA MOU as it is paid to terminate an intraMTA MOU. However, in the Land-to-Mobile direction, Sprint will on average always incur greater costs to terminate an AT&T Land-to-Mobile interMTA call because of the additional mileage and switching to deliver such a call to a distant location. Therefore, it is reasonable for Sprint to be paid a multiple of the intraMTA MOU rate as the rate it is entitled to charge AT&T for termination of an AT&T originated interMTA call.</p> <p>Wireline Telephone Toll Service traffic is subject to each parties' applicable access tariff rates.</p> <p>Whether the traffic is a wireless or wireline call:</p>

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		facilities and usage?	<p><i>of this Agreement and the date that AT&T 9-STATE implements billing the reduced Rate to Sprint.</i></p> <p><i>6.2.4 Symmetrical Rate Application. Except to the extent otherwise provided in this Agreement, each Party will apply and bill the other Party the same Authorized Service Rate on a symmetrical basis for the same category of Authorized Services traffic.</i></p> <p>PRICING SHEET</p> <p><i>Unless expressly identified to be a "Negotiated" Rate or Charge, any Rate or Charge included in this Pricing Sheet is subject to reduction and a refund issued by AT&T 9-STATE to Sprint as provided in Sections 2 and 6 of this Attachment 3.</i></p> <p><i>A. Interconnection Facility/Arrangements Rates will be provided at the lower of:</i></p> <ul style="list-style-type: none"> <i>- Existing Prices;</i> <i>- Negotiated Prices [TBD];</i> <i>- AT&T Prices provided to a Third Party Telecommunications carrier [unknown at this time];</i> <i>- AT&T Tariff Prices at 35% reduction;</i> <i>- AT&T TELRIC Prices [TBD]</i> <p><i>B. Authorized Services Per Conversation MOU Usage Rates will be provided at the lower of lower of:</i></p> <ul style="list-style-type: none"> <i>- Negotiated Prices [TBD];</i> <i>- AT&T Prices provided to a Third Party Telecommunications carrier [unknown at this time];</i> <i>- AT&T TELRIC Prices [TBD]</i> 	<p>and unsupported, the FCC's ISP compensation rate of \$0.0007 per MOU for both Section 251(b)(5) and ISP-Bound traffic is appropriate and in accordance with the FCC's ISP Remand Order. The term "Authorized Services" is not applicable in this wireline Agreement. The purpose of the interconnection agreement is to provide contractual certainty for a set period of time. Sprint is not entitled to cherry-pick, at its convenience, any better pricing it may deem desirable at some unknown point in the future. If Sprint seeks rates that differ from the Commission-approved cost based rates AT&T proposes, Sprint must provide support for such rates in the form of a cost-study supporting what it believes are appropriate forward-looking costs. Sprint has made no showing, and therefore the Agreement</p>	<p>1) The FCC rate for ISP Information Service traffic is \$.0007;</p> <p>2) Although the FCC has determined Interconnected VoIP is jurisdictionally mixed traffic to result in it being classified as interstate traffic, the FCC has not established a rate for such traffic. The Commission does not have jurisdiction to establish a rate and, until it is otherwise determined by the FCC, such traffic is exchanged at bill and keep; and,</p> <p>3) Transit Service traffic is subject to a TELRIC Rate.</p> <p>Facilities / Usage: Should reflect the prices as established pursuant to earlier substantive pricing issues.</p> <p>Usage Rates: Sprint is</p>

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			<p><i>Based upon the foregoing, the respective wireless traffic and wireline traffic usage rates are:</i></p> <p><i>1) Wireless:</i></p> <ul style="list-style-type: none"> - <i>IntraMTA Rates:</i> Type 2A: [TBD*] Type 2B: [TBD*] - <i>Land-to-Mobile InterMTA Rate (2X Type 2A IntraMTA Rate): [TBD*]</i> - <i>Land-to-Mobile Terminating InterMTA Factor: 2%</i> <p><i>2) Wireline:</i></p> <ul style="list-style-type: none"> - <i>Telephone Exchange Service Rate: [TBD*]</i> - <i>Telephone Toll Service Rate: Terminating Party's interstate/intrastate access Tariff Rate</i> <p><i>3) As to following type of traffic, whether wireless or wireline traffic:</i></p> <ul style="list-style-type: none"> - <i>Information Services Rate: .0007</i> - <i>Interconnected VoIP Rate: Bill & Keep until otherwise determined by the FCC.</i> - <i>Transit Service Rate: [TBD*]</i> <p><u>6. Interconnection Compensation</u></p> <p><u>6.1a Responsibilities of the Parties</u></p>	<p>should reflect current and approved rates as they exist today. Transit service (see AT&T Issue 1 above) is not part of this Agreement and is offered to Sprint via a commercial agreement.</p> <p>C) This agreement should address wireline traffic exchange. It should not include terms and conditions for wireless traffic exchange. Further, per AT&T Issue 1 above, this agreement does not address Transit as AT&T provides that service via a separate commercial agreement. See Pricing Schedule contained in the Agreement and the applicable AT&T tariff.</p>	<p>willing to accept any of the following three mutually exclusive per Conversation MOU Usage Rate approaches as "Negotiated Rates" to avoid need for updated AT&T TELRIC studies:</p> <p>1) All Authorized Services traffic at same Rate: No Rate – Bill and Keep; and, Transit Service Rate \$0.00035 - OR -</p> <p>2) All Authorized Services traffic at same Rate: \$0.0007 Tandem/\$0.00035 End Office; and, Transit Service Rate \$0.00035 - OR -</p> <p>3) A. Wireless:</p> <ul style="list-style-type: none"> - IntraMTA Rates: Type 2A: \$0.0007 Type 2B: \$0.00035 - Land-to-Mobile InterMTA Rate (2X Type 2A IntraMTA Rate): \$0.0014; - Land-to-Mobile

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			<p><u>6.1a.1 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic, such Party shall provide CPN as defined in 47 C.F.R. § 64.1600(c) and in accordance with Section 6.1.3 below. CPN shall, at a minimum, include information in an industry recognized standard format, consistent with the requirements of the NANP containing an NPA and seven digit (NXX-XXXX) telephone number. Each Party to this Agreement will be responsible for passing on any CPN it receives from a Third Party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either Party identifies improper, incorrect, or fraudulent use of local Exchange Services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.</u></p> <p><u>6.1a.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.</u></p> <p><u>6.1a.3 For traffic which is originated by one Party to be terminated on the other Party's network in AT&T SOUTHEAST REGION 9-STATE, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs (MOUs) of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates.</u></p>		<p>Terminating InterMTA Factor: 2%;</p> <p>B. Wireline</p> <ul style="list-style-type: none"> - Telephone Exchange Service Rate: \$0.0007; - Telephone Toll Service Rate: Terminating Party's interstate/intrastate access Tariff Rate; <p>C. Either Wireless or Wireline:</p> <ul style="list-style-type: none"> - Information Services Rate: No Rate - Bill and Keep; - Interconnected VoIP Rate: No Rate - Bill and Keep; and, - Transit Service Rate: \$0.0003.5

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			<p><u>6.1a.4 For AT&T SOUTHEAST REGION 9-STATE, each Party will report to the other Percent Interstate Usage (PIU), Percent Local Usage (PLU) and Percent Local Facility (PLF) factors in order to determine the appropriate charges to be billed to the originating Party in accordance with Sections below.</u></p> <p><u>6.1a.5 CLEC has the sole obligation to enter into compensation arrangements with all Third Parties with whom CLEC exchanges traffic including without limitation anywhere CLEC originates traffic to or terminates traffic from an End User being served by a Third Party who has purchased a local switching product from AT&T-9STATE on a wholesale basis (non-resale) which is used by such Telecommunications carrier to provide wireline local telephone Exchange Service (dial tone) to its End Users. In no event will AT&T-9STATE have any liability to CLEC or any Third Party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a Third Party with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless AT&T-9STATE against any and all losses including without limitation, charges levied by such Third Party. The Third Party and CLEC will bill their respective charges directly to each other. AT&T-9STATE will not be required to function as a billing intermediary, e.g., clearinghouse. AT&T-9STATE may provide information regarding such traffic to Third Party carriers or entities as appropriate to resolve traffic compensation issues.</u></p> <p><u>6.1a.6 Notwithstanding the classification of traffic under this Attachment, either Party is free to define its own "local" calling area(s) for purposes of its provision of Telecommunications services to its End Users.</u></p>		

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			<p><u>6.1a.7 To the extent that the Parties are not currently exchanging traffic in a given LATA or local calling area, the Parties' obligation to pay intercarrier compensation to each other shall commence on the date the Parties agree that the Interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks) and is capable of fully supporting originating and terminating End User traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Attachment.</u></p> <p><u>6.1a.8 The Parties acknowledge that Section 6 addresses the method of compensation for traffic properly exchanged by the Parties under this Agreement.</u></p> <p><u>6.1b Reciprocal Compensation for Termination of Section 251(b)(5) Traffic:</u></p> <p><u>6.1b.1 AT&T-9STATE and CLEC agree to carry out the FCC's interim ISP terminating compensation plan on the effective date of the AT&T-9STATE Agreement in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP-Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Attachment, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.</u></p> <p><u>6.1b.2 Multiple Tandem Access (MTA) Interconnection (AT&T SOUTHEAST REGION 9-STATE)</u></p>		

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			<p><u>6.1b.2.1 Compensation for MTA shall be at the applicable Tandem Switching and transport charges specified in Pricing Schedule and shall be billed in addition to any call transport and termination charges.</u></p> <p><u>6.1b.2.2 To the extent CLEC routes its traffic in such a way that utilizes AT&T SOUTHEAST REGION 9-STATE's MTA service without properly ordering MTA, CLEC shall pay AT&T SOUTHEAST REGION 9-STATE the associated MTA charges.</u></p> <p><u>6.1c Rates, Terms and Conditions of FCC's Interim ISP Terminating Compensation Plan:</u></p> <p><u>6.1c.1 The rates, terms and conditions set forth in Section 6.1c shall apply to the termination of all ISP-Bound Traffic exchanged between the Parties. All ISP-Bound Traffic is subject to the rebuttable presumption.</u></p> <p><u>6.1c.2 Intercarrier Compensation for ISP-Bound Traffic and Section 251(b)(5) Traffic:</u></p> <p><u>6.1c.2.1 The rates, terms, and conditions in Section 6.1c apply to the termination of all Section 251(b)(5) Traffic, as defined in General Terms and Conditions – Part B Definitions (GTC Part B), and ISP-Bound Traffic as defined GTC Part B. ISP-Bound Traffic is subject to the rebuttable presumption.</u></p> <p><u>6.1c.2.2 The Parties agree to compensate each other for the transport and termination of all ISP-Bound Traffic on a MOU basis per the Pricing Schedule.</u></p>		

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			<p><u>6.1c.2.3 Payment of Intercarrier Compensation on ISP-Bound Traffic will not vary according to whether the traffic is routed through a Tandem Switch or directly to an End Office switch.</u></p> <p><u>6.1c.3 For purposes of this Section 6.3.6, all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 6.1g.</u></p> <p><u>6.1c.3.1 Each Party will invoice the other Party on a monthly basis for combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties at the rate set forth above.</u></p> <p><u>6.1d Other Telecommunications Traffic:</u></p> <p><u>6.1d.1 Except as set forth above, the terms of this Attachment are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Attachment. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.</u></p> <p><u>6.1d.2 FX services are retail service offerings purchased by FX End Users which allow such FX End Users to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular End Users to avoid what might otherwise be toll calls between the FX End User's physical location and End Users in the foreign exchange. FX Telephone Numbers are those telephone</u></p>		

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			<p><u>numbers with rating and routing points that are different from those of the geographic area in which the End User is physically located. FX Telephone Numbers that deliver second dial tone with the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as FGA calls, and are subject to the originating and terminating carriers' tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation). There are two types of FX service:</u></p> <p>6.1d.2.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an End User's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. <u>Dedicated FX Service permits the End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in that "foreign" exchange.</u></p> <p>6.1d.2.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient End User's station assigned that telephone number is physically located outside of that mandatory local calling area. <u>Virtual FX Service also permits an End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX End Users continue to draw dial tone or are otherwise served from a Central (or</u></p>		

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			<p><u>End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service End Users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.</u></p> <p><u>6.1d.2.3 FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement in AT&T-9STATE.</u></p> <p><u>6.1d.2.3.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement. "Bill and Keep" refers to an arrangement in which neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other party's network.</u></p> <p><u>6.1d.2.4 Segregating and Tracking FX Traffic:</u></p> <p><u>6.1d.2.4.1 For AT&T-9STATE, the terminating carrier is responsible for separately identifying IntraLATA Virtual FX, Dedicated FX, and FX-type traffic from other types of Inter-carrier traffic for compensation purposes. The terminating carrier will be responsible for providing the originating carrier with an FX usage summary which includes a ten (10) digit telephone number level detail of the MOUs terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or by any means mutually agreed by the Parties.</u></p> <p><u>6.1d.2.4.2 Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU in AT&T-9STATE.</u></p>		

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			<p><u>6.1d.2.4.3 In AT&T-9STATE either Party may request an audit of the FX Usage Summary or the FX Factor on no fewer than thirty (30) Business Day's written Notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. If mutual agreement cannot be reached, the Parties shall use one of the following independent auditors: PricewaterhouseCoopers, Ernst & Young, KPMG, or Deloitte Touche Tohmatsu (Big-4 Auditors). Selection of the Big-4 Auditor shall be made by the Party requesting the audit and the selected Big-4 Auditor must be independent as determined by current accounting and auditing standards promulgated by the appropriate accounting governing body. Such audits shall be requested within six (6) months of having received the FX Usage Summary or the FX Factor and associated usage from the other Party and may not be requested more than twice per year, once per calendar year, unless the audit finds there has been a five percent (5%) or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months.</u></p> <p><u>6.1d.2.4.3.1 If the FX factor is adjusted based upon the audit results, the adjusted FX factor will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the FX factor or underreported the FX Usage by five percent (5%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.</u></p>		

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			<p><u>6.1d.3 Private Line Services include private line-like and special access services and are not subject to intercarrier compensation. Private Line Services are defined as a point-to-point connection that provides a dedicated circuit of pre-subscribed bandwidth between two (2) or more points.</u></p> <p><u>6.1d.4 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in GTC Part B could also be exchanged outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Section 6.1b 6.2 above and Section 6.1c 6.3 above not apply, including but not limited to ISP calls that meet the definitions of:</u></p> <p><u>6.1d.4.1 FX Traffic</u></p> <p><u>6.1d.4.2 Optional EAS Traffic</u></p> <p><u>6.1d.4.3 IntraLATA Toll Traffic</u></p> <p><u>6.1d.4.4 800, 888, 877, ("8YY") Traffic</u></p> <p><u>6.1d.5 The Parties agree that, for the purposes of this Attachment, either Party's End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such ISP calls are placed, the Parties agree that the compensation mechanisms set forth in Section 6.1b above and Section 6.1c above do not apply. The applicable rates, terms and conditions for: (a) FX Traffic are set forth in Section 6.1d.2 above; (b) 8YY Traffic are set forth in Section 6.8 below; and/or (c) IntraLATA Toll Traffic are set forth in Section 6.11 below.</u></p>		

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			<p><u>6.1e Intentionally Left Blank.</u></p> <p><u>6.1f Compensation for Origination and Termination of InterLATA Traffic:</u></p> <p><u>6.1f.1 Where CLEC originates or terminates its own End User InterLATA Traffic not subject to MPB, CLEC must purchase feature group access service from AT&T-9STATE's state or federal access tariffs, whichever is applicable, to carry such InterLATA Traffic.</u></p> <p><u>6.1g Billing Arrangements for Termination of Section 251(b)(5) Traffic and ISP-Bound Traffic</u></p> <p><u>6.1g.1 In AT&T-9STATE, each Party, unless otherwise agreed to by the Parties, will calculate terminating Interconnection MOUs based on standard switch Recordings made within terminating carrier's network for Section 251(b)(5) Traffic, Optional EAS Traffic, ISP-Bound Traffic. These Recordings are the basis for each Party to generate bills to the other Party.</u></p> <p><u>6.1g.2 The measurement of MOUs over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.</u></p> <p><u>6.1g.3 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) Traffic under this Attachment. The Parties agree that all terms and conditions regarding disputed MOUs, nonpayment, partial payment,</u></p>		

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			<p><u>late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Attachment.</u></p> <p><u>6.1g.4 For billing disputes arising from Intercarrier Compensation charges, the Party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the Party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.</u></p> <p><u>6.1.4 Neither Party shall represent switched access services traffic (e.g. FGA, FGB, FGD) as Local Traffic for purposes of payment of</u></p>		

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			<p><u>reciprocal compensation.</u></p> <p><u>6.1.5 For AT&T-9STATE and Sprint traffic, the jurisdiction of a call is determined by its originating and terminating (end-to-end) points, not the telephone number dialed.</u></p> <p><u>6.1.5.1 Intentionally left blank.</u></p> <p><u>6.1.5.2 Notwithstanding the foregoing, neither Party waives its position on how to determine the end point of ISP traffic and the associated compensation.</u></p> <p><u>6.8 Compensation for CLEC IntraLATA Toll Traffic</u></p> <p><u>6.8.1 CLEC IntraLATA Toll Traffic. For purposes of this Attachment, CLEC IntraLATA Toll Traffic is defined as any telecommunications call between Sprint and AT&T-9STATE end users that originates and terminates in the same LATA, where one of the locations lies outside of the mandatory local calling areas as defined by the Commission and results in intraLATA toll charges being billed to the originating end user by the originating Party.</u></p> <p><u>6.8.2 Compensation for CLEC IntraLATA Toll Traffic. For terminating its CLEC IntraLATA Toll Traffic on the other company's network, the originating Party will pay the terminating Party the terminating Party's current effective or Commission approved (if required) intrastate or interstate, whichever is appropriate, terminating Switched Access rates.</u></p> <p><u>6.8.2.1 In AT&T-9STATE, each Party, unless otherwise agreed to</u></p>		

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			<p><u>by the Parties, will calculate terminating Interconnection MOUs based on standard switch Recordings made within terminating carrier's network for IntraLATA Toll Traffic. These Recordings are the basis for each Party to generate bills to the other Party.</u></p> <p>6.1h Primary Toll Carrier Arrangements:</p> <p><u>6.1h.1 A Primary Toll Carrier (PTC) is a company that provides IntraLATA Toll Traffic Service for its own End User customers and potentially for a Third Party ILEC's End User customers. In this ILEC arrangement, the PTC would receive the ILEC End User IntraLATA toll traffic revenues and pay the ILEC for originating these toll calls. The PTC would also pay the terminating switched access charges on behalf of the ILEC. In AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE wherein Primary Toll Carrier arrangements are mandated, and AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE is functioning as the PTC for a Third Party ILEC's End User customers, the following provisions apply to the IntraLATA toll traffic which is subject to the PTC arrangement:</u></p> <p><u>6.1h.1.1 AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE shall deliver such IntraLATA toll traffic that originated from that Third Party ILEC and terminated to CLEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. Where AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE is functioning as the PTC for a Third Party ILEC's End User customers, the following provisions apply to the minutes of use terminating to CLEC. AT&T GEORGIA, AT&T KENTUCKY, AT&T</u></p>		

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			<p><u>SOUTH CAROLINA, and/or AT&T TENNESSEE and CLEC will work cooperatively to develop a percentage of the amount of state specific PTC ILEC originated intraLATA toll minutes of use that are within the state specific total ILEC originated minutes of use reflected in the monthly EMI 11-01-01 Records provided to CLEC by AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE. CLEC will apply this state specific percentage against the state specific total ILEC originated EMI 11-01-01 minutes of use each month to determine the amount of PTC intraLATA toll minutes of use for which AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE will compensate CLEC. Such percentage will be updated no more than twice each year. AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE will compensate CLEC for this PTC traffic as it would for AT&T-9STATE originated traffic as set forth in CLEC's Interconnection Agreement with AT&T-9STATE.</u></p> <p><u>6.1h.1.2 AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE shall deliver such IntraLATA toll traffic that originated from CLEC and terminated to the Third Party ILEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. CLEC shall pay AT&T GEORGIA, AT&T KENTUCKY, , AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE for the use of its facilities at the rates set forth in AT&T-9STATE's intrastate access service tariff in the respective state. CLEC shall pay the ILEC directly for the termination of such traffic originated from CLEC.</u></p> <p><u>6.1i Intrastate IntraLATA</u></p>		

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>6.1i.1 For intrastate IntraLATA Message Telephone Service (MTS) toll traffic, compensation for termination of such traffic will be at terminating access rates. For intrastate IntraLATA 800 Service, compensation for termination of such traffic will be at originating access rates, including the Carrier Common Line (CCL) charge where applicable. The appropriate access rates are set forth in each Party's intrastate access service tariff, but such compensation shall not exceed the compensation contained in AT&T-9STATE's tariff in whose exchange area the End User is located.</u></p> <p><u>6.1i.2 For interstate IntraLATA MTS toll traffic, compensation for termination of such traffic will be at terminating access rates. For interstate IntraLATA 800 Service, compensation for termination of such traffic will be originating access rates, including the CCL charge where applicable. The appropriate access rates are set forth in each Party's interstate access service tariff, but such compensation shall not exceed the compensation contained in the AT&T-9STATE's tariff in whose exchange area the End User is located.</u></p> <p><u>6.1i.3 The measurement of MOUs over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.</u></p> <p><u>6.1i.4 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) Traffic under this Attachment. The Parties agree that all terms and conditions regarding disputed MOUs, nonpayment, partial payment,</u></p>		

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			<p><u>late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Attachment.</u></p> <p><u>6.1i.5 For billing disputes arising from Intercarrier Compensation charges, the Party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the Party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.</u></p> <p>6.8.4 Records for 8XX Billing. Each Party (AT&T-9STATE and Sprint)</p>		

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			<p><u>will provide to the other the appropriate IntraLATA 800 Access Detail Usage Data for Customer billing and IntraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis, at a minimum, the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable Record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.</u></p> <p>6.8.5 <u>IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. For AT&T SOUTHEAST REGION 9-STATE, each Party shall pay the other the appropriate switched access charges set forth in the AT&T SOUTHEAST REGION 9-STATE intrastate or interstate switched access tariffs. CLEC will pay AT&T SOUTHEAST REGION 9-STATE the database query charge as set forth in the AT&T SOUTHEAST REGION 9-STATE intrastate or interstate access services Tariff as filed and in effect with the FCC or appropriate Commission as applicable. Where technically feasible, each Party will provide to the other Party the appropriate Records, in accordance with industry standards, necessary for billing intraLATA 8YY customers. The Records provided will be in a standard EMI format.</u></p> <p>6.8.6 <u>8XX Access Screening. AT&T-9STATE's provision of 8XX Toll Free Dialing (TFD) to Sprint requires interconnection from Sprint to AT&T-9STATE 8XX SCP. Such interconnections shall be established pursuant to AT&T-9STATE's Common Channel Signaling</u></p>		

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			<p><u>Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Sprint shall establish CCS7 interconnection at the AT&T-9STATE Local Signal Transfer Points serving the AT&T-9STATE 8XX SCPs that Sprint desires to query. The terms and conditions for 8XX TFD are set out in AT&T-9STATE's Intrastate Access Services Tariff as amended.</u></p> <p><u>6.9 Switched Access Service for Sprint and AT&T-9STATE</u></p> <p><u>6.9.1 Switched Access Traffic. For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an End User physically located in one (1) local exchange and delivered for termination to an End User physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-9STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch.. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges not to exceed AT&T's access tariff rates; provided, however, the following categories of Switched Access</u></p>		

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			<p><u>Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:</u></p> <p><u>6.9.1.1 IntraLATA Toll Traffic or Optional EAS Traffic from a CLEC End User that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider,</u></p> <p><u>6.9.1.2 IntraLATA Toll Traffic or Optional EAS Traffic from an AT&T-9STATE End User that obtains local dial tone from AT&T-9STATE where AT&T-9STATE is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;</u></p> <p><u>6.9.1.3 Switched Access Traffic delivered to AT&T-9STATE from an IXC where the terminating number is ported to another CLEC and the IXC fails to perform the LNP query; and/or</u></p> <p><u>6.9.1.4 Switched Access Traffic delivered to either Party from a Third Party CLEC over Local Interconnection Trunk Groups destined to the other Party.</u></p> <p><u>6.9a Notwithstanding anything to the contrary in this Agreement, each Party reserves it rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004).</u></p>		

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			<p><u>6.9a.1 In the limited circumstances in which a Third Party CLEC delivers Switched Access Traffic as described above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, and unless the traffic was delivered over Local Interconnection Trunk Groups pursuant to an agreement filed with, and approved by, the Commission, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the Notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described above from the Local Interconnection Trunk Groups within sixty (60) calendar days of receipt of Notice from the other Party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the Third Party CLEC delivering such traffic to the extent it is not blocked.</u></p> <p><u>6.9.2 When Sprint's end office switch, subtending the AT&T-9STATE Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection between an interexchange carrier (IXC) by either a direct trunk group to the IXC utilizing AT&T-9STATE facilities, or via AT&T-9STATE's tandem switch,</u></p>		

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			<p><u>each Party will provide its own access services to the IXC on a Multi-Bill/Single Tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each Party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The Parties agree that AT&T SOUTHEAST REGION 9-STATE will bill IXCs for originating and terminating access charges from AT&T SOUTHEAST REGION 9-STATE Recordings when AT&T SOUTHEAST REGION 9-STATE has direct connections with IXCs via AT&T SOUTHEAST REGION 9-STATE's access tandem. AT&T SOUTHEAST REGION 9-STATE will pass EMI Records to CLEC when AT&T SOUTHEAST REGION 9-STATE is the Official Recording Company. The Parties also agree that AT&T SOUTHEAST REGION 9-STATE and CLEC will exchange EMI records when each are acting as the Official Recording Company and the CLEC is the access tandem company with direct connections with IXCs. The Official Recording Company agrees to provide to the non-Recording Company, at no charge, the Switched Access detailed usage data within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.</u></p> <p><u>6.9.3 AT&T-9STATE and Sprint will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.</u></p>		

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			<p><u>6.9.4 AT&T-9STATE and Sprint agree to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) calendar days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no less than three (3) and no more than twelve (12) consecutive months of prior usage data.</u></p> <p><u>6.9.5 AT&T-9STATE and Sprint also agree to process the recreated data within forty-eight (48) hours of receipt at its data processing center.</u></p> <p><u>6.9.6 Information shall be passed or exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI Records cannot be transferred due to a transmission failure, Records can be provided via a mutually acceptable medium. The provision of Access Usage Records (AURs) to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.</u></p> <p><u>6.9.6a MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs).</u></p> <p><u>6.9.6b For AT&T SOUTHEAST REGION 9-STATE, CLEC will pay the database query charge set forth in the AT&T SOUTHEAST REGION 9-STATE intrastate or interstate access services Tariff.</u></p> <p><u>6.9.7 Unless otherwise mutually agreed to by the Parties, Sprint shall</u></p>		

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			<p><u>not deliver Switched Access Traffic to AT&T-9STATE for termination using a trunk group obtained pursuant to this Agreement, but shall instead use a Feature Group D or other switched access trunk group or facility obtained via the AT&T-9STATE switched access tariff(s).</u></p> <p>6.13 Reservation of Rights and Specific Intervening Law Terms</p> <p>6.13.1 In the event the pricing scheme in the FCC's Interim ISP Compensation Order (defined in Section 6.3 above of this Attachment) is modified, eliminated or replaced, then the Parties agree to negotiate an appropriate amendment to conform to such change in accordance with the Intervening Law provisions of this Agreement and such new or changed provisions will apply on a prospective basis, beginning with the effective date of the new order, unless a determination is made as to retroactive application in the decision rendering such modification, elimination or replacement, in which instance, the new or changed provisions will apply retroactively as set forth in the new order. Either Party may begin billing the other Party according to the terms of the new order, beginning sixty (60) calendar days after delivering a request to negotiate the change. True-up of any retroactive application, for either the amendment negotiation period and/or for the retroactive application period provided in the order, shall occur within one hundred and twenty (120) calendar days of the effective date of the order, or be subject to dispute under the General Terms and Conditions of this Agreement.</p>		
AT&T	Network	Sprint Issue:	<u>6.3 Recording and Billing for Authorized Services Traffic.</u>	'Authorized Services' is not	

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15	Interconnection (Attachment 3) Part B – Section 6.3	What billing and recording provisions are appropriate?	<p><u>6.3.1 Each Party will perform the necessary recording for all calls from the other Party, and shall also be responsible for all billing and collection from its own End Users.</u></p> <p><u>6.3.2. Each Party is responsible for the accuracy and quality of its data submitted to the other Party.</u></p> <p><u>6.3.3 Where SS7 connections exist, each Party will include in the information transmitted to the other Party, for each call being terminated on the other Party's network, where available, the original and true Calling Party Number ("CPN").</u></p> <p><u>6.3.4 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.</u></p> <p><u>6.3.5 The Party that performs the transmission, routing, termination, Transport and Termination, or Transiting of the other Party's originated Authorized Services traffic will bill to and the originating Party will pay for such performed functions on a per Conversation MOU basis at the applicable Authorized Service Rate.</u></p> <p><u>6.3.6 Actual traffic Conversation MOU measurement in each of the applicable Authorized Service categories is the preferred method of classifying and billing traffic. If, however, either Party cannot measure traffic in each category, then the Parties shall agree on a surrogate method of classifying and billing those categories of traffic where measurement is not possible, taking into consideration as may be pertinent to the Telecommunications traffic categories of traffic, the territory served (e.g. Exchange boundaries, LATA boundaries and state boundaries) and traffic routing of the Parties.</u></p>	<p>appropriate in this Agreement as it does not apply to wireline traffic. AT&T's language is most appropriate as it covers in more detail the Parties' responsibilities.</p> <p>See related Issue 22. In addition, AT&T has proposed its language in Attachment 7 – Billing.</p>	

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			<p><i>6.3.7 Conversion to Bill and Keep for Telephone Exchange Service Traffic. [Separate Issue Below.]</i></p> <p><i>6.3.8 Subject to all of the provisions of this Section 6 Authorized Services Traffic Per Minute Usage, general billing requirements are in the General Terms and Conditions and Attachment 7.</i></p> <p>6.1g Billing Arrangements for Termination of Section 251(b)(5) Traffic and ISP-Bound Traffic</p> <p><u>6.1g.1 In AT&T-9STATE, each Party, unless otherwise agreed to by the Parties, will calculate terminating Interconnection MOUs based on standard switch Recordings made within terminating carrier's network for Section 251(b)(5) Traffic, Optional EAS Traffic, ISP-Bound Traffic. These Recordings are the basis for each Party to generate bills to the other Party.</u></p> <p><u>6.1g.2 The measurement of MOUs over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.</u></p> <p><u>6.1g.3 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) Traffic under this Attachment. The Parties agree that all terms and conditions regarding disputed MOUs, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for</u></p>		

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			<p><u>Section 251(b)(5) Traffic under this Attachment.</u></p> <p><u>6.1g.4 For billing disputes arising from Intercarrier Compensation charges, the Party challenging the disputed amounts (the “Non-Paying Party”) may withhold payment for the amounts in dispute (the “Disputed Amounts”) from the Party rendering the bill (the “Billing Party”) only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.</u></p> <p><u>6.2 Percentage Interstate Usage.</u> In the case where Sprint CLEC desires to terminate its local traffic over or commingled on its Switched Access Feature Group D trunks, Sprint CLEC will be required to provide projected Percentage Interstate Usage (PIU) factors including, but not</p>		

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			<p>limited to, PIU associated with facilities (PIUE) and terminating PIU (TPIU) factors. All jurisdictional report requirements, rules and regulations for IXCs specified in AT&T-9STATE's intrastate Access Services Tariff will apply to Sprint CLEC. The application of the PIU will determine the respective interstate traffic percentages, and the remainder shall determine intrastate traffic percentages. Detailed requirements associated with PIU reporting shall be as set forth in AT&T-9STATE Jurisdictional Factors Reporting Guide. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of each year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September, respectively. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall at the terminating Party's option be utilized to determine the appropriate usage compensation to be paid.</p> <p>6.3 <u>Percent Local Use.</u> <u>AT&T-9STATE</u> and Sprint CLEC will report to the other a Percentage Local Usage (PLU). The application of the PLU will determine the respective amount of local and/or ISP-Bound minutes to be billed to the other Party. For purposes of developing the PLU, <u>AT&T-9STATE</u> and Sprint CLEC shall consider each Party's respective local calls and long distance calls, excluding Transit Traffic. By the first of January, April, July and October of each year, <u>AT&T-9STATE</u> and Sprint CLEC shall provide a positive report updating the PLU and shall send it to the other Party to be received no later than thirty</p>		

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			<p>(30) days after the first of each such month based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. Detailed requirements associated with PLU reporting shall be as set forth in <u>AT&T-9STATE</u> Jurisdictional Factors Reporting Guide, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. The Parties have agreed that <u>AT&T-9STATE</u>, as the terminating Party, will provide Sprint CLEC with the calculated PLU factor for Sprint CLEC's originated traffic for Sprint CLEC's approval by the end of January, April, July and October. Within fifteen (15) days of receipt of the PLU factor, Sprint CLEC will provide concurrence with such factor, which AT&T-9STATE will then implement to determine the appropriate local usage compensation to be paid by Sprint CLEC. If the Parties disagree as to the calculation of such factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Once Sprint CLEC develops message recording technology that identifies and reports the jurisdiction of traffic terminated as defined in this Agreement, Sprint CLEC will provide <u>AT&T-9STATE</u> with the calculated PLU factor for Sprint's originated traffic. If the terminating Party disagrees with the factor, the Parties will work cooperatively to determine the appropriate factor for billing. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option, be utilized to determine the appropriate Local usage compensation to be paid.</p> <p><u>6.9.2 When Sprint's end office switch, subtending the AT&T-9STATE Access Tandem switch for receipt or delivery of switched</u></p>		

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			<p><u>access traffic, provides an access service connection between an interexchange carrier (IXC) by either a direct trunk group to the IXC utilizing AT&T-9STATE facilities, or via AT&T-9STATE's tandem switch, each Party will provide its own access services to the IXC on a Multi-Bill/Single Tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each Party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The Parties agree that AT&T SOUTHEAST REGION 9-STATE will bill IXCs for originating and terminating access charges from AT&T SOUTHEAST REGION 9-STATE Recordings when AT&T SOUTHEAST REGION 9-STATE has direct connections with IXCs via AT&T SOUTHEAST REGION 9-STATE's access tandem. AT&T SOUTHEAST REGION 9-STATE will pass EMI Records to CLEC when AT&T SOUTHEAST REGION 9-STATE is the Official Recording Company. The Parties also agree that AT&T SOUTHEAST REGION 9-STATE and CLEC will exchange EMI records when each are acting as the Official Recording Company and the CLEC is the access tandem company with direct connections with IXCs. The Official Recording Company agrees to provide to the non-Recording Company, at no charge, the Switched Access detailed usage data within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.</u></p> <p>6.9.3 AT&T-9STATE and Sprint will retain for a minimum period of sixty</p>		

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			<p><u>(60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.</u></p> <p><u>6.9.4 AT&T-9STATE and Sprint agree to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) calendar days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no less than three (3) and no more than twelve (12) consecutive months of prior usage data.</u></p> <p><u>6.9.5 AT&T-9STATE and Sprint also agree to process the recreated data within forty-eight (48) hours of receipt at its data processing center.</u></p> <p><u>6.9.6 Information shall be passed or exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI Records cannot be transferred due to a transmission failure, Records can be provided via a mutually acceptable medium. The provision of Access Usage Records (AURs) to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.</u></p> <p><u>6.9.6a MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs).</u></p> <p><u>6.9.6b For AT&T SOUTHEAST REGION 9-STATE, CLEC will pay the database query charge set forth in the AT&T SOUTHEAST REGION</u></p>		

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			<p><u>9-STATE intrastate or interstate access services Tariff.</u></p> <p><u>6.9.7 Unless otherwise mutually agreed to by the Parties, Sprint shall not deliver Switched Access Traffic to AT&T-9STATE for termination using a trunk group obtained pursuant to this Agreement, but shall instead use a Feature Group D or other switched access trunk group or facility obtained via the AT&T-9STATE switched access tariff(s).</u></p>		
AT&T Ntwk Int Issue 16	Network Interconnection (Attachment 3) – Part B – Section 6.3.7	<p>Sprint Issue: When should otherwise compensable traffic be exchanged on a Bill and Keep basis?</p> <p>A) AT&T Issue: Should the Agreement reflect a bill and keep compensation arrangement for Local Traffic and ISP-Bound Traffic?</p> <p>B) AT&T Issue:</p>	<p><u>6.3.7 Conversion to Bill and Keep for Telephone Exchange Service Traffic.</u></p> <p><u>a) If the Telephone Exchange Service traffic exchanged between the Parties becomes balanced, such that it falls within the stated agreed balance below ("Traffic Balance Threshold"), either Party may request a bill and keep arrangement to satisfy the Parties' respective usage compensation payment obligations regarding Telephone Exchange Service traffic. For purposes of this Agreement, the Traffic Balance Threshold is reached when the Telephone Exchange Service traffic exchanged both directly and indirectly, reaches or falls between 60% / 40%, in either direction for at least three (3) consecutive months. When the actual usage data for such period indicates that the Telephone Exchange Service traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Telephone Exchange Service traffic usage. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for Telephone Exchange Service traffic usage on a going forward basis unless</u></p>	<p>A) No. The Parties should compensate each other at \$0.0007 per minute for Section 251(b)(5) and ISP-Bound Traffic. See related AT&T Issue 22. However, in the event the Commission decides, over AT&T's objection, to include Bill and Keep provisions in this Agreement, it should adopt AT&T's proposed language in Section 6.1e which includes the following key provisions:</p> <p>1 - +/- 5% threshold for traffic balance;</p> <p>2 – Only applies to traffic defined as 251(b)(5) and ISP-Bound Traffic;</p> <p>3 – Must demonstrate traffic</p>	

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		If the Commission decides to include Bill and Keep, is it appropriate to require CLECs to demonstrate that Section 251(b)(5) Traffic and ISP-Bound Traffic is roughly balanced with the ILEC's traffic to obtain and maintain a Bill and Keep arrangement?	<p><i>otherwise agreed to by both Parties in writing. The Parties' agreement to eliminate billing for Telephone Exchange Service traffic carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of this Subsection 6.3.7.</i></p> <p><i>b) As of the Effective Date, the Parties acknowledge that the Telephone Exchange Service traffic exchanged between the Parties both directly and indirectly falls has already been established as falling within the Traffic Balance Threshold. Accordingly, each Party hereby consents that, notwithstanding the existence of a stated Telephone Exchange Service traffic Rate in the Pricing Sheet to this Agreement, there will be no billing between the Parties for Telephone Exchange Service traffic usage on a going forward basis unless otherwise agreed to by both Parties in writing.</i></p> <p><u>6.1e Long-Term Local Bill and Keep Arrangements for Section 251(b)(5) Traffic and ISP-Bound Traffic</u></p> <p><u>6.1e.1 Upon mutual agreement that qualifying traffic between the Parties has been within +/-5% of equilibrium (50%) for 3 consecutive months, Bill and Keep shall be implemented as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic originated and terminated between AT&T-9STATE and Sprint in AT&T-9STATE so long as qualifying traffic between the parties remains in balance in accordance with this Section. Long-term local Bill and Keep applies only to Section 251(b)(5) Traffic and ISP-Bound Traffic as defined in General Terms and Conditions – Part B - Definitions of this Agreement and does not include</u></p>	<p>is already in balance to implement Bill and Keep; and</p> <p>4 – Once traffic falls out of balance after being Bill and Keep, compensation rates apply for the remainder of the Agreement.</p> <p>B) Yes. AT&T believes that the Act and FCC rules do not allow a state Commission to deprive carriers of reciprocal compensation for Local Traffic unless the CLEC can demonstrate that its traffic is roughly balanced with the ILECs traffic. 47 CFR § 51.713 (b) provides in pertinent part that “[a] state commission may impose bill and keep arrangements if the state commission determines that the amount of Local telecommunications traffic from one network to the other is roughly in balance with the amount of Local telecommunications traffic flowing in the opposite direction.” AT&T's position is</p>	

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			<p><u>IntraLATA Toll Traffic, Meet Point Billing Traffic, FX Traffic, or FGA Traffic .</u></p> <p><u>6.1e.2 The Parties agree that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties will be subject to Bill and Keep as the method of intercarrier compensation provided that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties is "In-Balance." In-Balance shall mean that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties will be within +/-5% of equilibrium (50%).</u></p> <p><u>6.1e.3 The calculation for determining whether traffic is in balance will be based on the difference between the total Section 251(b)(5) Traffic and ISP-Bound Traffic originated by each Party's End Users terminated to the other Party's End Users, divided by the sum of both Parties' end users' terminated Section 251(b)(5) Traffic and ISP-Bound Traffic multiplied by 100.</u></p> <p><u>6.1e.4 The Parties agree that where Section 251(b)(5) Traffic and ISP-Bound Traffic is determined to be out-of-balance by more than +/-5% per month for three (3) consecutive months, \$0.0007 per MOU shall immediately apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic.</u></p> <p><u>6.1e.5 Once \$0.0007 applies to Section 251(b)(5)Traffic and ISP-Bound Traffic, it will apply for the remaining term of this Agreement.</u></p> <p><u>6.1e.6 In the event that either Party disputes whether its Section 251(b)(5) Traffic and ISP-Bound Traffic is In Balance, the Parties agree to work cooperatively to reconcile the</u></p>	<p>that Section 251(b)(5) traffic and ISP-Bound traffic is not "in-balance" based on the threshold defined in Sections 6.1e.1 – 6.1e.4 of AT&T's proposed language.</p> <p>In paragraph 1113 in the First Report and Order, it states, "We further conclude that states may adopt specific thresholds for determining when traffic is roughly balanced. If state commissions impose bill-and-keep arrangements, those arrangements must either include provisions that impose compensation obligations if traffic becomes significantly out of balance or permit any party to request that the state commission impose such compensation obligations based on a showing that the traffic flows are inconsistent with the threshold adopted by the state". Footnote 2717 in the First Report and Order states, "For example, the Michigan Commission</p>	

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			<p><u>inconsistencies in their usage data.</u></p> <p><u>6.1e.7</u> Should the Parties be unable to agree on the amount and balance of Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between their End Users, either Party may invoke the dispute resolution procedures under this Agreement. In the event that dispute resolution procedures results in the calculations being delayed, the reciprocal compensation rates will apply retroactively to the date such reciprocal compensation rates were applicable.</p> <p><u>6.1e.8</u> Upon reasonable belief that traffic other than Section 251(b)(5) Traffic and ISP-Bound Traffic is being terminated under this long-term local Bill and Keep arrangement, either Party may request a meeting to confirm the jurisdictional nature of traffic delivered as Bill and Keep. Parties will consult with each other to attempt to resolve issues without the need for an audit. Should no resolution be reached within 60 days, an audit may be requested and will be conducted by an independent auditor under an appropriate non-disclosure agreement. Only one audit may be conducted by each Party within a six-month period.</p> <p><u>6.1e.9</u> The auditing Party will pay the audit costs unless the audit reveals the delivery of a substantial amount of traffic originating from a party in this Agreement other than Section 251(b)(5) Traffic and ISP-Bound Traffic for termination to the other party under the long term local Bill and Keep arrangement. In the event the audit reveals a substantial amount of traffic other than Section 251(b)(5) Traffic and ISP-Bound Traffic, the Party delivering such traffic will bear the cost of the audit and will pay appropriate</p>	<p>adopted a five percent threshold for the difference between the traffic flows in the two directions". The Michigan decision for the percentage differential is consistent with what AT&T is proposing in this state. AT&T is proposing that traffic exchanged between the Parties is in balance within +/- five percent of equilibrium (50%).</p> <p>AT&T South Carolina does not agree that Section 251(b)(5) and ISP-Bound Traffic is currently in balance.</p>	

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			<u>compensation for such traffic with interest outlined in Attachment 7 - Billing.</u> <u>6.1e.10 The Parties will consult and negotiate in good faith to resolve any issues of accuracy or integrity of data collected, generated, or reported in connection with audits or otherwise.</u> <u>6.1e.11 The audit provisions set out above do not alter or affect audit provisions set out elsewhere in this Agreement.</u>		
AT&T Ntwk Int Issue 17	Network Interconnection (Attachment 3) – Part B – Sections 6.1a	AT&T Issue: Should the interconnection agreement contain terms and conditions for the provision of Calling Party Number (CPN)?	<p><i>6.3.3 Where SS7 connections exist, each Party will include in the information transmitted to the other Party, for each call being terminated on the other Party's network, where available, the original and true Calling Party Number ("CPN").</i></p> <p><i>6.3.4 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.</i></p> <p><i>6.1a.1 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic, such Party shall provide CPN as defined in 47 C.F.R. § 64.1600(c) and in accordance with Section 6.1.3 below. CPN shall, at a minimum, include information in an industry recognized standard format, consistent with the requirements of the NANP containing an NPA and seven digit (NXX-XXXX) telephone number. Each Party to this Agreement will be responsible for passing on any CPN it receives from a Third Party for traffic delivered to the other Party. In addition, each Party agrees</i></p>	Yes. CPN is necessary for factor verification and billing accuracy. Standard telephone industry practice requires carriers to pass along the CPN for calls originating on their network to the carriers that terminate the calls. This information is critical for the purposes of determining whether calls are local, intraLATA or interLATA so that appropriate charges can be applied to them. If this standard is not met, the terminating carrier should have the option to bill the calls without CPN at its	

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			<p><u>that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either Party identifies improper, incorrect, or fraudulent use of local Exchange Services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.</u></p> <p><u>6.1a.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.</u></p> <p><u>6.1a.3 For traffic which is originated by one Party to be terminated on the other Party's network in AT&T-9STATE, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs (MOUs) of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates.</u></p>	intrastate switched access exchange service rate. This provision protects against unscrupulous Carriers from overriding call identification to slip interLATA traffic in with local traffic.	
AT&T Ntwk Int Issue 18	Attachment 3 – Network Interconnection – Part B – Section 6.1a.5	Should the interconnection agreement set forth Sprint's obligations with respect to intercarrier compensation	<p><u>6.1a.5 CLEC has the sole obligation to enter into compensation arrangements with all Third Parties with whom CLEC exchanges traffic including without limitation anywhere CLEC originates traffic to or terminates traffic from an End User being served by a Third Party who has purchased a local switching product from AT&T-9STATE on a wholesale basis (non-resale) which is used by such Telecommunications carrier to provide wireline local telephone Exchange Service (dial tone) to its End Users. In no event will</u></p>	Yes. Intercarrier compensation is the obligation of the originating and terminating carriers and should be handled directly between those carriers.	

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		on Sprint's traffic routed to/from Third Parties?	<u>AT&T-9STATE have any liability to CLEC or any Third Party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a Third Party with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless AT&T-9STATE against any and all losses including without limitation, charges levied by such Third Party. The Third Party and CLEC will bill their respective charges directly to each other. AT&T-9STATE will not be required to function as a billing intermediary, e.g., clearinghouse. AT&T-9STATE may provide information regarding such traffic to Third Party carriers or entities as appropriate to resolve traffic compensation issues.</u>		
AT&T Ntwk Int Issue 19	Network Interconnection (Attachment 3) – Part B – Section 6	AT&T Issue: Does the treatment of Switched Access traffic differ depending upon the technology of the call transmission? What are the appropriate provisions for switched access services traffic?	<p>6.1.4 <i>Except to the extent permitted by law, neither</i> Neither Party shall represent switched access services traffic (e.g., FGA, FGB, FGD) as <u>Local Traffic traffic</u> for purposes of payment of reciprocal compensation.</p> <p><u>6.9 Switched Access Service for Sprint and AT&T-9STATE</u></p> <p><u>6.9.1 Switched Access Traffic. For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an End User physically located in one (1) local exchange and delivered for termination to an End User physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-9STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice</u></p>	No. All switched access traffic is to be treated in a similar manner, regardless of the technology used in the transmission of the call. VoIP is subject to the same intercarrier compensation, depending on the end points of the call. AT&T's language is most appropriate for Switched Access traffic.	

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			<p><u>communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch..</u> <u>Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges not to exceed AT&T's access tariff rates; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:</u></p> <p><u>6.9.1.1 IntraLATA Toll Traffic or Optional EAS Traffic from a CLEC End User that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider,</u></p> <p><u>6.9.1.2 IntraLATA Toll Traffic or Optional EAS Traffic from an AT&T-9STATE End User that obtains local dial tone from AT&T-9STATE where AT&T-9STATE is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;</u></p> <p><u>6.9.1.3 Switched Access Traffic delivered to AT&T-9STATE from an IXC where the terminating number is ported to another CLEC and the IXC fails to perform the LNP query; and/or</u></p> <p><u>6.9.1.4 Switched Access Traffic delivered to either Party from a Third Party CLEC over Local Interconnection Trunk Groups destined to the other Party.</u></p> <p><u>6.9a Notwithstanding anything to the contrary in this Agreement, each Party reserves it rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by</u></p>		

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			<p><u>the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004).</u></p> <p><u>6.9a.1 In the limited circumstances in which a Third Party CLEC delivers Switched Access Traffic as described above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, and unless the traffic was delivered over Local Interconnection Trunk Groups pursuant to an agreement filed with, and approved by, the Commission, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the Notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described above from the Local Interconnection Trunk Groups within sixty (60) calendar days of receipt of Notice from the other Party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the Third Party CLEC delivering such traffic to the extent it is not blocked.</u></p>		

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			<p><u>6.9.2</u> When Sprint's end office switch, subtending the AT&T-9STATE Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection between an interexchange carrier (IXC) by either a direct trunk group to the IXC utilizing AT&T-9STATE facilities, or via AT&T-9STATE's tandem switch, each Party will provide its own access services to the IXC on a Multi-Bill/Single Tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each Party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The Parties agree that AT&T SOUTHEAST REGION 9-STATE will bill IXCs for originating and terminating access charges from AT&T SOUTHEAST REGION 9-STATE Recordings when AT&T SOUTHEAST REGION 9-STATE has direct connections with IXCs via AT&T SOUTHEAST REGION 9-STATE's access tandem. AT&T SOUTHEAST REGION 9-STATE will pass EMI Records to CLEC when AT&T SOUTHEAST REGION 9-STATE is the Official Recording Company. The Parties also agree that AT&T SOUTHEAST REGION 9-STATE and CLEC will exchange EMI records when each are acting as the Official Recording Company and the CLEC is the access tandem company with direct connections with IXCs. The Official Recording Company agrees to provide to the non-Recording Company, at no charge, the Switched Access detailed usage data within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.</p>		

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p>6.9.3 AT&T-9STATE and Sprint will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.</p> <p><u>6.9.4 AT&T-9STATE and Sprint agree to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) calendar days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no less than three (3) and no more than twelve (12) consecutive months of prior usage data.</u></p> <p>6.9.5 AT&T-9STATE and Sprint also agree to process the recreated data within forty-eight (48) hours of receipt at its data processing center.</p> <p><u>6.9.6 Information shall be passed or exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI Records cannot be transferred due to a transmission failure, Records can be provided via a mutually acceptable medium. The provision of Access Usage Records (AURs) to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.</u></p> <p><u>6.9.6a MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs).</u></p> <p><u>6.9.6b For AT&T SOUTHEAST REGION 9-STATE, CLEC will pay the</u></p>		

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			<p><u>database query charge set forth in the AT&T SOUTHEAST REGION 9-STATE intrastate or interstate access services Tariff.</u></p> <p><u>6.9.7 Unless otherwise mutually agreed to by the Parties, Sprint shall not deliver Switched Access Traffic to AT&T-9STATE for termination using a trunk group obtained pursuant to this Agreement, but shall instead use a Feature Group D or other switched access trunk group or facility obtained via the AT&T-9STATE switched access tariff(s).</u></p> <p><u>6.9 Mutual Provision of Switched Access Service for Sprint and AT&T-9STATE</u></p> <p><u>6.9.1 Intentionally Left Blank.</u></p> <p><u>6.9.2 When Sprint's end office switch, subtending the AT&T-9STATE Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection between an interexchange carrier (IXC) by either a direct trunk group to the IXC utilizing AT&T-9STATE facilities, or via AT&T-9STATE's tandem switch, each Party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each Party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The recording Party agrees to provide to the initial billing Party, at no charge, the Switched Access detailed usage data within no more than sixty (60) days after the recording date. The initial billing Party will provide the switched access summary usage data to all subsequent billing Parties within 10 days of rendering the initial bill to</u></p>		

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			<p><i>the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.</i></p> <p>6.9.3 <u>AT&T-9STATE</u> and Sprint will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.</p> <p>6.9.4 <u>AT&T-9STATE and Sprint agree to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.</u></p> <p>6.9.5 <u>AT&T-9STATE</u> and Sprint also agree to process the recreated data within forty-eight (48) hours of receipt at its data processing center.</p> <p>6.9.6 <u>The Initial Billing Party shall keep records for no more than 13 months of its billing activities relating to jointly-provided Intrastate and Interstate access services. Such records shall be in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.</u></p>		
AT&T	Network	A) AT&T Issue:	<u>6.8 Compensation for CLEC IntraLATA Toll Traffic</u>	A) AT&T proposes language	

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
Ntwk Int Issue 20	Interconnection (Attachment 3) – Part B – Section 6.8	<p>What are the appropriate terms and conditions for compensation for IntraLATA Toll Traffic?</p> <p>B) AT&T Issue: Should the Agreement contain terms and conditions for Primary Toll Carrier (PTC) arrangements?</p> <p>C) AT&T Issue: What are the appropriate terms and conditions for 8YY traffic?</p>	<p><u>6.8.1 CLEC IntraLATA Toll Traffic. For purposes of this Attachment, CLEC IntraLATA Toll Traffic is defined as any telecommunications call between Sprint and AT&T-9STATE end users that originates and terminates in the same LATA, where one of the locations lies outside of the mandatory local calling areas as defined by the Commission and results in intraLATA toll charges being billed to the originating end user by the originating Party.</u></p> <p><u>6.8.2 Compensation for CLEC IntraLATA Toll Traffic. For terminating its CLEC IntraLATA Toll Traffic on the other company's network, the originating Party will pay the terminating Party the terminating Party's current effective or Commission approved (if required) intrastate or interstate, whichever is appropriate, terminating Switched Access rates.</u></p> <p><u>6.8.2.1 In AT&T-9STATE, each Party, unless otherwise agreed to by the Parties, will calculate terminating Interconnection MOUs based on standard switch Recordings made within terminating carrier's network for IntraLATA Toll Traffic. These Recordings are the basis for each Party to generate bills to the other Party.</u></p> <p><u>6.8.2a Primary Toll Carrier Arrangements</u></p> <p><u>6.8.2a.1 A Primary Toll Carrier (PTC) is a company that provides IntraLATA Toll Traffic Service for its own End User customers and potentially for a Third Party ILEC's End User customers. In this ILEC arrangement, the PTC would receive the ILEC End User IntraLATA toll traffic revenues and pay the ILEC for originating these toll calls. The PTC would also pay the terminating switched access charges on behalf of the ILEC. In AT&T GEORGIA, AT&T</u></p>	<p>that makes clear how intraLATA toll traffic is defined and how it is to be billed. In addition AT&T's language conforms to the category of traffic being exchanged between the parties, i.e., IntraLATA Toll Traffic.</p> <p>B) Yes. The Agreement should set forth terms and conditions applicable for traffic exchanged between the Parties when AT&T is acting as the Primary Toll Carrier (PTC) for other incumbent LECs.</p> <p>C) AT&T's proposed language for 8YY traffic clarifies the responsibilities of each Party, including appropriate record/data exchange and billing. As AT&T's language is more detailed, it will result in less potential for billing disputes.</p>	

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			<p><u>KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE wherein Primary Toll Carrier arrangements are mandated, and AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE is functioning as the PTC for a Third Party ILEC's End User customers, the following provisions apply to the IntraLATA toll traffic which is subject to the PTC arrangement:</u></p> <p>6.8.2a.1.1 <u>AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE shall deliver such IntraLATA toll traffic that originated from that Third Party ILEC and terminated to CLEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. Where AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE is functioning as the PTC for a Third Party ILEC's End User customers, the following provisions apply to the minutes of use terminating to CLEC. AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE and CLEC will work cooperatively to develop a percentage of the amount of state specific PTC ILEC originated intraLATA toll minutes of use that are within the state specific total ILEC originated minutes of use reflected in the monthly EMI 11-01-01 Records provided to CLEC by AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE. CLEC will apply this state specific percentage against the state specific total ILEC originated EMI 11-01-01 minutes of use each month to determine the amount of PTC intraLATA toll minutes of use for which AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE will compensate CLEC. Such percentage will be updated no more than twice each year. AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE</u></p>		

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			<p><u>will compensate CLEC for this PTC traffic as it would for AT&T-9STATE originated traffic as set forth in CLEC's Interconnection Agreement with AT&T-9STATE.</u></p> <p><u>6.8.2a.1.2 AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE shall deliver such IntraLATA toll traffic that originated from CLEC and terminated to the Third Party ILEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. CLEC shall pay AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE for the use of its facilities at the rates set forth in AT&T-9STATE's intrastate access service tariff in the respective state. CLEC shall pay the ILEC directly for the termination of such traffic originated from CLEC.</u></p> <p><u>6.8.3 Intrastate IntraLATA</u></p> <p><u>6.8.3.1 For intrastate IntraLATA Message Telephone Service (MTS) toll traffic, compensation for termination of such traffic will be at terminating access rates. For intrastate IntraLATA 800 Service, compensation for termination of such traffic will be at originating access rates, including the Carrier Common Line (CCL) charge where applicable. The appropriate access rates are set forth in each Party's intrastate access service tariff, but such compensation shall not exceed the compensation contained in AT&T-9STATE's tariff in whose exchange area the End User is located.</u></p> <p><u>6.8.3.2 For interstate IntraLATA MTS toll traffic, compensation for termination of such traffic will be at terminating access rates. For interstate IntraLATA 800 Service, compensation for termination of</u></p>		

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			<p><u>such traffic will be originating access rates, including the CCL charge where applicable. The appropriate access rates are set forth in each Party's interstate access service tariff, but such compensation shall not exceed the compensation contained in the AT&T-9STATE's tariff in whose exchange area the End User is located.</u></p> <p><u>6.8.3.3 The measurement of MOUs over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.</u></p> <p><u>6.8.3.4 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) Traffic under this Attachment. The Parties agree that all terms and conditions regarding disputed MOUs, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Attachment.</u></p> <p><u>6.8.3.5 For billing disputes arising from Inter-carrier Compensation charges, the Party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the Party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains</u></p>		

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			<p><u>pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.</u></p> <p><u>6.8.4 Records for 8XX Billing. Each Party (AT&T-9STATE and Sprint) will provide to the other the appropriate IntraLATA 800 Access Detail Usage Data for Customer billing and IntraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis, at a minimum, the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable Record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.</u></p> <p><u>6.8.5 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. For AT&T SOUTHEAST REGION 9-STATE, each Party</u></p>		

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			<p><u>shall pay the other the appropriate switched access charges set forth in the AT&T SOUTHEAST REGION 9-STATE intrastate or interstate switched access tariffs. CLEC will pay AT&T SOUTHEAST REGION 9-STATE the database query charge as set forth in the AT&T SOUTHEAST REGION 9-STATE intrastate or interstate access services Tariff as filed and in effect with the FCC or appropriate Commission as applicable. Where technically feasible, each Party will provide to the other Party the appropriate Records, in accordance with industry standards, necessary for billing intraLATA 8YY customers. The Records provided will be in a standard EMI format.</u></p> <p><u>6.8.6 8XX Access Screening. AT&T-9STATE's provision of 8XX Toll Free Dialing (TFD) to Sprint requires interconnection from Sprint to AT&T-9STATE 8XX SCP. Such interconnections shall be established pursuant to AT&T-9STATE's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Sprint shall establish CCS7 interconnection at the AT&T-9STATE Local Signal Transfer Points serving the AT&T-9STATE 8XX SCPs that Sprint desires to query. The terms and conditions for 8XX TFD are set out in AT&T-9STATE's Intrastate Access Services Tariff as amended.</u></p> <p><i>6.8 Compensation for CLEC Telephone Toll Service traffic</i></p> <p><i>6.8.1 CLEC Telephone Toll Service traffic. For purposes of this Attachment, CLEC Telephone Toll Service traffic is defined as any telecommunications call between Sprint and AT&T-9STATE end users that originates and terminates in the same LATA and results in Telephone Toll Service charges being billed to the originating end user by the originating Party. Moreover, AT&T-9STATE originated</i></p>		

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><i>Telephone Toll Servicetraffic will be delivered to Sprint using traditional Feature Group C non-equal access signaling.</i></p> <p>6.8.2 Compensation for CLEC Telephone Toll Servicetraffic. For terminating its CLEC Telephone Toll Servicetraffic on the other company's network, the originating Party will pay the terminating Party the terminating Party's current effective or Commission approved (if required) intrastate or interstate, whichever is appropriate, terminating Switched Access rates.</p> <p>6.8.3 Compensation for CLEC 8XX Traffic. Each Party (AT&T-9STATE and Sprint) shall compensate the other pursuant to the appropriate Switched Access charges, including the database query charge as set forth in the Party's current effective or Commission approved (if required) intrastate or interstate Switched Access tariffs.</p> <p>6.8.4 Records for 8XX Billing. Each Party (AT&T-9STATE and Sprint) will provide to the other the appropriate records necessary for billing intraLATA 8XX customers.</p> <p>6.8.5 8XX Access Screening. AT&T-9STATE's provision of 8XX Toll Free Dialing (TFD) to Sprint requires interconnection from Sprint to AT&T-9STATE 8XX SCP. Such interconnections shall be established pursuant to AT&T-9STATE's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. Sprint shall establish CCS7 interconnection at the AT&T-9STATE Local Signal Transfer Points serving the AT&T-9STATE 8XX SCPs that Sprint desires to query. The terms and conditions for 8XX TFD are set out in AT&T-9STATE's Intrastate Access Services Tariff as amended.</p>		

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AT&T Ntwk Int Issue 21	Network Interconnection (Attachment 3) – Part B – Section 6.1.5.2	Is it necessary for the parties to reserve their appellate rights as to the appropriate treatment of any traffic other than ISP-bound traffic as detailed in AT&T's proposed 6.1b.1?	<p>6.1.5.2 Notwithstanding the foregoing, neither Party waives its position on how to determine the end point of <u>ISP any</u> traffic and the associated compensation.</p> <p><u>6.1b.1 AT&T-9STATE and CLEC agree to carry out the FCC's interim ISP terminating compensation plan on the effective date of the AT&T-9STATE Agreement in a particular state without waiting, and expressly reserving all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP-Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Attachment, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.</u></p>	AT&T's language is consistent with its proposed Section 6.1b.1. Also see Issue 14.	
AT&T Ntwk Int Issue 22	Network Interconnection (Attachment 3) – Part B – Sections 6.1a.4, 6.2 – 6.4	A) AT&T Issue: Should the Parties report to each other Percent Interstate Usage (PIU), Percent Local Usage (PLU) and Percent Local Facility (PLF)?	<p><u>6.1a.4 For AT&T SOUTHEAST REGION 9-STATE, each Party will report to the other Percent Interstate Usage (PIU), Percent Local Usage (PLU) and Percent Local Facility (PLF) factors in order to determine the appropriate charges to be billed to the originating Party in accordance with Sections 6.2, 6.3 and 6.4.</u></p> <p><u>6.2 Percentage Interstate Usage.</u> In the case where Sprint CLEC desires to terminate its local traffic over or commingled on its Switched Access Feature Group D trunks, Sprint CLEC will be required to provide projected Percentage Interstate Usage (PIU) factors including, but not limited to, PIU associated with facilities (PIUE) and terminating PIU</p>	<p>A) Yes. The Agreement should make clear the obligations of each Party.</p> <p>B) This clarification is necessary so that neither of the Parties misunderstand the application of this factor.</p>	

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		B) Is AT&T's clarification necessary for Percent Local Facility?	<p>(TPIU) factors. All jurisdictional report requirements, rules and regulations for IXCs specified in AT&T-9STATE's intrastate Access Services Tariff will apply to Sprint CLEC. The application of the PIU will determine the respective interstate traffic percentages, and the remainder shall determine intrastate traffic percentages. Detailed requirements associated with PIU reporting shall be as set forth in AT&T-9STATE Jurisdictional Factors Reporting Guide. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of each year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September, respectively. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall at the terminating Party's option be utilized to determine the appropriate usage compensation to be paid.</p> <p>6.3 Percent Local Use. <u>AT&T-9STATE</u> and Sprint CLEC will report to the other a Percentage Local Usage (PLU). The application of the PLU will determine the respective amount of local and/or ISP-Bound minutes to be billed to the other Party. For purposes of developing the PLU, <u>AT&T-9STATE</u> and Sprint CLEC shall consider each Party's respective local calls and long distance calls, excluding Transit Traffic. By the first of January, April, July and October of each year, <u>AT&T-9STATE</u> and Sprint CLEC shall provide a positive report updating the PLU and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month based on local and ISP-</p>		

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			<p>Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. Detailed requirements associated with PLU reporting shall be as set forth in <u>AT&T-9STATE</u> Jurisdictional Factors Reporting Guide, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. The Parties have agreed that <u>AT&T-9STATE</u>, as the terminating Party, will provide Sprint CLEC with the calculated PLU factor for Sprint CLEC's originated traffic for Sprint CLEC's approval by the end of January, April, July and October. Within fifteen (15) days of receipt of the PLU factor, Sprint CLEC will provide concurrence with such factor, which <u>AT&T-9STATE</u> will then implement to determine the appropriate local usage compensation to be paid by Sprint CLEC. If the Parties disagree as to the calculation of such factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Once Sprint CLEC develops message recording technology that identifies and reports the jurisdiction of traffic terminated as defined in this Agreement, Sprint CLEC will provide <u>AT&T-9STATE</u> with the calculated PLU factor for Sprint's originated traffic. If the terminating Party disagrees with the factor, the Parties will work cooperatively to determine the appropriate factor for billing. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option, be utilized to determine the appropriate Local usage compensation to be paid.</p> <p>6.4 Percent Local Facility. <u>AT&T-9STATE</u> and Sprint CLEC will report to the other a Percentage Local Facility (PLF). The application of PLF will determine the respective portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF will be applied to Local</p>		

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			<p>Channels, Multiplexing and Interoffice Channel Switched Dedicated Transport as specified in AT&T-9STATE's Jurisdictional Factors Reporting Guide <u>used in the provision of Local Interconnection Trunks</u>. By the first of January, April, July and October of each year, AT&T-9STATE and Sprint CLEC shall provide a positive report updating the PLF and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month to be effective the first bill period the following month, respectively. Detailed requirements associated with PLF reporting shall be as set forth in AT&T-9STATE Jurisdictional Factors Reporting Guide, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. The Parties have agreed that AT&T-9STATE, as the terminating Party, will provide Sprint CLEC with the calculated PLF factor for Sprint CLEC's originated traffic for Sprint CLEC's approval by the end of January, April, July, and October. Within fifteen (15) days of receipt of the PLF factor, Sprint CLEC will provide concurrence with such factor, which AT&T-9STATE will then implement to determine the appropriate local usage compensation to be paid by Sprint CLEC. If the Parties disagree as to the calculation of such factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Once Sprint CLEC develops message recording technology that identifies and reports the jurisdiction of traffic terminated as defined in this Agreement, Sprint will provide AT&T-9STATE with the calculated PLF factor for Sprint's originated traffic. If the terminating Party disagrees with the factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this</p>		

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			Agreement, such information, in lieu of the PLF factor, shall at the terminating Party's option, be utilized to determine the appropriate portion of switched dedicated transport to be billed per the local jurisdiction rates.		
AT&T Ntwk Int Issue 23	Network Interconnection (Attachment 3) – Part B – Section 6.5	<p>A) Is 30 days or 60 days the appropriate notice period for an audit of billing factors?</p> <p>B) Should an audit of traffic billing be performed by an independent auditor selected by AT&T?</p> <p>C) What is the appropriate threshold for reimbursing the auditing party for the cost of an audit?</p>	<p>6.5 Audits. On <u>thirty (30) sixty (60)</u> days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. AT&T-9STATE and Sprint shall retain records of call detail for a minimum of nine (9) months from which a PLU, PLF and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. <u>Audits shall be performed by an independent auditor chosen by AT&T SOUTHEAST REGION 9-STATE.</u> Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. In the event that the audit is performed by a mutually acceptable independent auditor, the costs of the independent auditor shall be paid for by the Party requesting the audit. The PLU, PLF and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU, PLF and/or PIU by <u>five twenty</u> percentage points <u>(5%) (20%)</u> or more, that Party shall reimburse the auditing Party for the cost of the audit.</p>	<p>A) Thirty (30) days is adequate notice that a Party seeks an annual audit of the billing factors?</p> <p>B) Yes. An audit of traffic billing should be performed by an independent auditor selected by AT&T.</p> <p>C) Five percent (5%) is an appropriate threshold for requiring the audited party reimburse the auditing party for the cost of the audit.</p>	
			-		

**AT&T SOUTH CAROLINA and SPRINT CLEC
Decision Point List (DPL)
ATTACHMENT 3a – OUT OF EXCHANGE-LEC**

Legend: **AT&T language in bold and underlined**
Sprint language in bold italics

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
AT&T Attachm ent 3a – OE-LEC Issue 1	OE-LEC (Attachment 3a) – Entire Attachment	<p>AT&T Issue: Should CLEC be required to have an Out of Exchange Appendix when CLEC is seeking Section 251(a) interconnection with AT&T so that CLEC may serve exchanges which are not in AT&T's incumbent exchange areas?</p> <p>Sprint Issue: Sprint objects to the OE-LEC Attachment.</p>	Entire attachment	<p>Yes. AT&T has offered Sprint a separate appendix governing out of exchange traffic (OE-LEC). It is not appropriate to address OE-LEC traffic in the Interconnection Appendix because the Interconnection Appendix is applicable only to AT&T's incumbent territory. AT&T's obligations under the FTA are only as extensive as its ILEC territory; the FTA does not impose unbundling or interconnection duties on AT&T when it is a CLEC</p> <p>More specifically, Section 251(c)(2) of the Act applies only to AT&T as the incumbent LEC when a CLEC is competing within AT&T South Carolina's territory. AT&T South Carolina, therefore, is not bound by the incumbent LEC obligations set forth in Section 251(c) of the Act in those geographic areas where AT&T South Carolina</p>	Sprint objects to entire attachment.

**AT&T SOUTH CAROLINA and SPRINT CLEC
Decision Point List (DPL)
ATTACHMENT 3a – OUT OF EXCHANGE-LEC**

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
				<p>is not the incumbent LEC. When a CLEC is operating outside of AT&T South Carolina's territory and seeking to interconnect with AT&T South Carolina, Section 251(a)(1) sets forth the rights and obligations relating to interconnection between adjacent local exchange carriers. These out-of-exchange obligations should be set forth in a separate Appendix.</p> <p>It is appropriate to address out-of-exchange LEC (OE-LEC) traffic in an appendix designed specifically to address instances when the CLEC is operating outside of AT&T South Carolina's incumbent LEC territory and interconnecting with AT&T South Carolina pursuant to Section 251(a)(1) of the Act. The rights and obligations of AT&T South Carolina and CLECs to interconnect are different under Section 251(a)(1) of the Act.</p>	

**AT&T SOUTH CAROLINA and SPRINT CLEC
Decision Point List (DPL)
ATTACHMENT 3a – OUT OF EXCHANGE-LEC**

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
				Therefore, interconnection pursuant to Section 251(a) is best addressed in a separate appendix governing out-of-exchange traffic, which AT&T South Carolina has offered to the CLECs.	

**AT&T SOUTH CAROLINA and SPRINT CLEC
Decision Point List (DPL)
ATTACHMENT 5-1 – E911**

Legend: AT&T language in bold and underlined
Sprint language in bold italics

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
05a Attach ment 5-1 - 911 - E911	1.1	Is the language proposed by Sprint necessary and appropriate?	1.1 This Attachment sets forth terms and conditions by which AT&T-9STATE will provide Sprint with access to AT&T-9STATE's 911 and E911 Databases and provide Interconnection and Call Routing <u>solely</u> for the purposes of Sprint CLEC 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act. <u>The trunking requirements contained in this Attachment are to be used solely for 911 call routing. Sprint is permitted to commingle wireless and wireline 911 traffic on the same trunks (DSOs) when the appropriate Public Safety Answering Point is capable of accommodating this commingled traffic.</u>	No. Commingling of wireless and wireline 911 traffic poses many serious implications and particularly when 911 and public safety concerns are at issue. However, the Parties continue to work on language for E911 and may be able to reach resolution on this issue.	

AT&T SOUTH CAROLINA and SPRINT CLEC
Decision Point List - CLEC
Attachment 7 - Billing

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Sprint language in bold italics

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
AT&T Attachment 7 Billing Issue 1	Attachment 7-Billing Section 1	AT&T Issue: Should the Parties' contractual obligations include payment in full for all billed amounts, rather than just for undisputed amounts? Sprint Issue: Should the Parties' contractual obligations include payment for undisputed billed amounts?	1. Payment and Billing Arrangements AT&T: Unless otherwise stated, each Party will render monthly bill(s) and pay in full for billed amounts by the Bill Due Date, to the other for Interconnection products and/or services provided hereunder at the applicable rates set forth in the Pricing Schedule. Sprint: Unless otherwise stated, each Party will render monthly bill(s) and pay in full for <i>undisputed</i> billed amounts by the Bill Due Date, to the other for Interconnection products and/or services provided hereunder at the applicable rates set forth in the Pricing Schedule.	No; if the Sprint's follows AT&T-9-State's Escrow process as described in Section 1.10 below, then there wouldn't be a need to "pay in full for undisputed billed amounts". All disputed charges would be paid into an Escrow account.	
AT&T Attachment 7 Billing Issue 2	Attachment 7-Billing Section 1.1	AT&T issue: What format should be used to bill Sprint for services ordered from AT&T-9STATE? Sprint issue:	AT&T: 1.1 AT&T-9STATE will format all bills in CABS Billing Output Specifications (CBOS) Standards or Customized Large User Bill/Electronic Data Interchange (CLUB/EDI) format, depending on the type of service ordered. For those services where standards have not yet been developed, AT&T-9STATE's billing format will change as necessary when standards are finalized by the industry forum. <i>Sprint:</i>	AT&T-9State will format Sprint's bill in the CABS Billing Output Specification (CBOS) standard or Customized Large User Bill/Electronic Data Interchange format as described in Section 1.1 of Attachment 7.	

AT&T SOUTH CAROLINA and SPRINT CLEC
Decision Point List - CLEC
Attachment 7 - Billing

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Sprint language in bold italics

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		What format should AT&T-9State bill Sprint for the services it purchases from AT&T-9STATE? and what elements should be included in the format?	<p><i>1.1 Invoices shall comply with nationally accepted standards agreed upon by the Ordering and Billing Forum (OBF) for billed Authorized Services</i></p> <p><i>Parties agree that each will perform the necessary call recording and rating for its respective portions of a Completed Call in order to invoice the other Party</i></p> <p><i>Invoices between the Parties shall include, but not be limited to the following pertinent information:</i></p> <p style="padding-left: 40px;"><i>Identification of the monthly bill period (from and through dates)</i></p> <p style="padding-left: 40px;"><i>Current charges</i></p> <p style="padding-left: 40px;"><i>Past due balance</i></p> <p style="padding-left: 40px;"><i>Adjustments</i></p> <p style="padding-left: 40px;"><i>Credits</i></p> <p style="padding-left: 40px;"><i>Late payment charges</i></p> <p style="padding-left: 40px;"><i>Payments</i></p> <p style="padding-left: 40px;"><i>Contact telephone number for billing inquiries</i></p>		
AT&T Attachment 7 Billing Issue 3	Attachment 7- Billing Section 1.2	AT&T issue: What information should AT&T-9STATE require from Sprint to establish a "master account"?	<p>AT&T:</p> <p><u>1.2 Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, Sprint will provide the appropriate AT&T-9STATE account manager the necessary documentation to enable AT&T-9STATE to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company</u></p>	Yes. The information needed to establish a master account includes proof of authority to provide telecommunications services, Operating Company Number (OCN), Carrier Identification Code (CIC), Access Customer Name and Address (ACNA), and other similar information.	

**AT&T SOUTH CAROLINA and SPRINT CLEC
Decision Point List - CLEC
Attachment 7 - Billing**

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), Carrier Identification Code (CIC), Group Access Code (GAC) if applicable, Access Customer Name and Address (ACNA) and a tax exemption certificate, if applicable. The Parties acknowledge that Sprint has already met these requirements.</u></p> <p>Sprint:</p> <p>1.2 No proposed language.</p>	This information is routinely necessary for Carriers providing telecommunication services.	
AT&T Attachment 7 Billing Issue 4	Attachment 7-Billing Section 1.3	AT&T issue: How should AT&T-9STATE bill each month for services rendered to Sprint?	<p>AT&T: 1.3 <u>AT&T-9STATE shall bill Sprint on a current basis all applicable charges and credits.</u></p> <p>Sprint:</p> <p>1.3 No proposed language.</p>	AT&T-9State should bill Sprint on a "current" basis for services rendered to Sprint.	
AT&T Attachment 7 Billing Issue 5	Attachment 7-Billing Section 1.4	AT&T issue: A) What should be Sprint's payment responsibility to AT&T-9STATE for products and services provided to Sprint by AT&T-9STATE? B) What should be AT&T-9STATE obligations to Sprint when a dispute arises	<p>AT&T: 1.4 <u>Payment Responsibility. Payment of all charges will be the responsibility of Sprint. Sprint shall make payment to AT&T-9STATE for all services billed. AT&T-9STATE is not responsible for payments not received by Sprint from Sprint's customer. In general, AT&T-9STATE will not become involved in disputes between Sprint and Sprint's end users. If a dispute does arise that cannot be settled without the involvement of AT&T-9STATE, Sprint shall contact the designated Service Center for resolution. AT&T-9STATE will make every effort to assist in the resolution of the dispute and will work with Sprint to resolve the matter in as timely a manner as possible. Sprint may be required to submit documentation to substantiate the</u></p>	<p>Among other things, Sprint is responsible for payment of all charges for products and services purchased from AT&T-9State.</p> <p>Additionally, in general, AT&T-9State will not become involved in disputes between Sprint and its end user customers. However, if AT&T-9State must get involved, Sprint must contact Service Center as described</p>	

**AT&T SOUTH CAROLINA and SPRINT CLEC
Decision Point List - CLEC
Attachment 7 - Billing**

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		between Sprint and Sprint's own end users?	<p><u>claim. Payments made to AT&T-9STATE as payment on account will be credited to an accounts receivable master account and not to an end user's account.</u></p> <p>Sprint:</p> <p>1.4. No proposed language</p>	in Section 1.4 of Attachment 7.	
AT&T Attachment 7 Billing Issue 6	Attachment 7- Billing Section 1.5	AT&T issue: When should AT&T-9STATE render bills to Sprint?	<p>AT&T:</p> <p>1.5 <u>AT&T-9STATE will render bills each month on established bill days for each of Sprint's accounts.</u></p> <p>Sprint:</p> <p><i>Traffic usage compensation invoices will be based on Conversation MOUs for all Completed Calls and are measured in total conversation time seconds, which are totaled (by originating and terminating CLLI code) for the monthly billing cycle and then rounded up to the next whole minute.</i></p> <p><i>Each Party will invoice the other Party for traffic usage on mechanized invoices, based on the terminating location of the call. Each Party will invoice the other for traffic usage by the End Office Switch/Tandem Office Switch, based on the terminating location of the call and will display and summarize the number of calls and Conversation MOUs for each terminating office.</i></p>	Bills should be rendered to Sprint on each month on established bill days for each of Sprint's accounts with AT&T-9State.	
AT&T Attachment 7	Attachment 7- Billing	AT&T Issue: Should the language in this	1.6 AT&T-9STATE will bill Sprint in advance charges for all resold services to be provided during the ensuing billing period except charges associated with applicable resold service usage, which will be billed in	Because Sprint has requested the resale attachment to be omitted	

**AT&T SOUTH CAROLINA and SPRINT CLEC
Decision Point List - CLEC
Attachment 7 - Billing**

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
Billing Issue 7	Section 1.6	section address only resold services?	arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charge for usage or usage allowances. AT&T-9STATE will also bill Sprint, and Sprint will be responsible for and remit to AT&T-9STATE, all charges applicable to resold services including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees.	from this agreement, it is inappropriate for the language that relates to resold services to be included, which in effect excludes any service outside of resold services.	
AT&T Attachment 7 Billing Issue 8	Attachment 7- Billing Section 1.9a	AT&T issue statement: Should tax exemption language appear in this Billing Attachment?	AT&T: 1.9a. No proposed language Sprint: <i>1.9.a Tax Exemption. Upon proof of tax exempt certification from Sprint, the total amount billed to Sprint will not include those taxes or fees for which Sprint is exempt. Sprint will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of Sprint.</i>	No. The "Tax" language in General Terms and Conditions describes Sprint's responsibility in obtaining tax exempt certifications.	
AT&T Attachment 7 Billing Issue 9	Attachment 7- Billing Section 1.10	AT&T issue statement: A) Section 1.10.1. Does AT&T-9STATE have the right to require a deposit from Sprint? Additionally, does AT&T-9STATE have a right to request information from	<u>1.10 Assurance of Payment</u> <u>1.10.1 Upon request by AT&T-9STATE, Sprint will provide AT&T-9STATE with the AT&T-9STATE Credit Profile form and provide information to AT&T-9STATE regarding Sprint's credit and financial condition.</u> <u>1.10.2 Assurance of payment may be requested by AT&T-9STATE:</u> <u>1.10.2.1 If based on AT&T-9STATE's analysis of the AT&T-9STATE Credit Profile and other relevant information regarding Sprint's credit and financial condition, there is an impairment of</u>	A) Yes; AT&T-9State does have the right to avail itself of a security deposit. Security deposits are standard in many industries, including Telecommunications. Yes. To determine credit worthiness, AT&T-9State does have right to request financial information from Sprint.	

**AT&T SOUTH CAROLINA and SPRINT CLEC
Decision Point List - CLEC
Attachment 7 - Billing**

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		<p>Sprint to determine Sprint's credit-worthiness?</p> <p>B) Section 1.10.2 – 1.10.2.4. Under what circumstances is it permissible for AT&T-9STATE to request assurance of payment?</p> <p>C) Section 1.10.3. How long should Sprint have to provide a security deposit to AT&T-9STATE if requested by</p>	<p><u>the credit, financial health, or credit-worthiness of Sprint. Such impairment will be determined from information available from Third Party financial sources; or</u></p> <p><u>1.10.2.2 Sprint fails to timely pay a bill rendered to Sprint by AT&T-9STATE (except such portion of a bill that is subject to a good-faith, bona fide dispute and as to which Sprint has complied with all requirements set forth in Section 3.4 below); and/or</u></p> <p><u>1.10.2.3 Sprint's gross monthly billing has increased, AT&T-9STATE reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in Sprints's "accounts receivables and proceeds"; or</u></p> <p><u>1.10.2.4 When Sprint admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.</u></p> <p><u>1.10.3 If AT&T-9STATE requires Sprint to provide a security deposit, Sprint shall provide such security deposit prior to the inauguration of service or within fifteen (15) calendar days of AT&T-9STATE's request, as applicable. Deposit request notices will be sent to Sprint via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is</u></p>	<p>B) Among other things, AT&T-9States has the right to request Assurance of Payment if Sprints financial condition has materially changed, if Sprint fails to may timely payments, if Sprint's gross monthly billing has increased, and if Sprints if admits its inability to pay debts, which are all commercially reasonable terms.</p> <p>C) If AT&T-9STATE requires Sprint to provide a security deposit, Sprint shall provide such security deposit prior to the inauguration of service or within fifteen (15) calendar</p>	

**AT&T SOUTH CAROLINA and SPRINT CLEC
Decision Point List - CLEC
Attachment 7 - Billing**

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		<p>AT&T-9STATE to do so?</p> <p>D) Section 1.10.4-1.10.4.3. What form should a security deposit take?</p> <p>E) Section 1.10.5. What is the method for determining an appropriate deposit?</p> <p>F) Section 1.10.7. Is AT&T-9STATE required to pay interest on a Cash Deposit provided by Sprint?</p> <p>G) Section 1.10.8</p>	<p><u>rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in AT&T-9STATE's applicable Tariff.</u></p> <p><u>1.10.4 Unless otherwise agreed by the Parties, the assurance of payment will consist of:</u></p> <p><u>1.10.4.1 a Cash Deposit; or</u></p> <p><u>1.10.4.2 a Letter of Credit; or</u></p> <p><u>1.10.4.3 a Surety Bond</u></p> <p><u>1.10.5 The Cash Deposit, Letter of Credit or Surety Bond must be in an amount up to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by AT&T-9STATE, for the Interconnection Services, 251(c)(3) UNEs, Collocation or any other functions, facilities, products or services to be furnished by AT&T-9STATE under this Agreement. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if Sprint has received service from AT&T-9STATE during such period at a level comparable to that anticipated to occur over the next six (6) months. If either Sprint or AT&T-9STATE has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, Sprint and AT&T-9STATE shall agree on a level of estimated billings based on all relevant information.</u></p>	<p>days of AT&T-9STATE's request, as applicable.</p> <p>D) A security deposit should be in the form of one of the following: 1) Cash 2) Letter of Credit 3) Surety Bond.</p> <p>E) The security deposit in the form of Cash, Letter of Credit, or Surety Bond must be in an amount up to three (3) months of estimated billing from Sprint.</p>	

**AT&T SOUTH CAROLINA and SPRINT CLEC
Decision Point List - CLEC
Attachment 7 - Billing**

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		<p>– 1.10.8.3. When is it permissible for AT&T-9STATE to draw on a Letter of Credit or a Cash Deposit?</p> <p>H) Section 1.10.9. What are Sprint's obligations if AT&T-9STATE draws on a Letter of Credit or Cash Deposit?</p> <p>I) Section 1.10.10. What are AT&T-9STATE's obligations if Sprints fails to render a requested assurance of</p>	<p><u>1.10.6 To the extent that AT&T-9STATE elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.</u></p> <p><u>1.10.7 Interest on a Cash Deposit shall accrue and be applied or refunded in accordance with the terms in the appropriate AT&T-9STATE Tariff. AT&T-9STATE will not pay interest on a Letter of Credit or a Surety Bond.</u></p> <p><u>1.10.8 AT&T-9STATE may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:</u></p> <p><u>1.10.8.1 Sprint owes AT&T-9STATE undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or</u></p> <p><u>1.10.8.2 Sprint admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or</u></p> <p><u>1.10.8.3 The expiration or termination of this Agreement.</u></p> <p><u>1.10.9 If AT&T-9STATE draws on the Letter of Credit or Cash</u></p>	<p>F) Yes; and interest should be paid in accordance with terms in the appropriate AT&T-9State's tariff.</p> <p>G) Among other things, if Sprints owes undisputed charges under this Agreement that are more than 30 days old. And if Sprints admits its inability to pay debts.</p> <p>H) If AT&T-9State draws on a Letter of Credit or Cash</p>	

AT&T SOUTH CAROLINA and SPRINT CLEC
Decision Point List - CLEC
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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		<p>payment?</p> <p>J) Section 1.10.11. What actions may AT&T-9STATE take if Sprints fails to make timely payments?</p> <p>K) Section 1.10.12 – 1.10.12.2. Under what circumstances shall AT&T-9STATE return a security deposit to Sprint?</p>	<p><u>Deposit, upon request by AT&T-9STATE, Sprint will provide a replacement or supplemental Letter of Credit, Surety Bond or Cash Deposit conforming to the requirements of Section 1.4 above.</u></p> <p><u>1.10.10 Notwithstanding anything else set forth in this Agreement, if AT&T-9STATE makes a request for assurance of payment in accordance with the terms of this Section 1.10 then AT&T-9STATE shall have no obligation thereafter to perform under this Agreement until such time as Sprint has furnished AT&T-9STATE with the assurance of payment requested; provided, however, that AT&T-9STATE will permit Sprint a minimum of fifteen (15) calendar days to respond to a request for assurance of payment before invoking this Section 1.10.</u></p> <p><u>1.10.11 In the event Sprint fails to provide AT&T-9STATE with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to Sprint may be suspended, discontinued or terminated in accordance with the terms of Section 1.0 above. Upon termination of services, AT&T-9STATE shall apply any security deposit to CLEC's final bill for its account(s). If Sprint fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, AT&T-9STATE may also invoke the provisions set forth in Section 3.0 below.</u></p> <p><u>1.10.12 A Cash Deposit held by AT&T-9STATE shall be returned to Sprint if the following conditions have been met:</u></p>	<p>Deposit, then Sprint is required to provide a replacement or supplemental Letter of Credit, Surety Bond or Cash Deposit.</p> <p>I) If Sprints fails to provide AT&T-9State a suitable form of security deposit or additional deposit, AT&T-9State will have no obligations to perform under this Agreement until Sprint has provided AT&T-9State with a suitable form of a security deposit.</p> <p>J) Among other things, if Sprints fails to make timely payments to AT&T-9State for services rendered, then AT&T-9State may suspend, discontinue or terminate services to Sprint.</p> <p>K) A security deposit will be</p>	

AT&T SOUTH CAROLINA and SPRINT CLEC
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		<p>L) Section 1.10.13. What are Sprint's payment obligations if a security deposit is requested by AT&T-9STATE?</p> <p>M) Section 1.10.14. What are Sprint's obligations at the expiration of a Letter of Credit?</p>	<p><u>1.10.12.1 Payment was made on bills rendered to Sprint by AT&T-9STATE (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which Sprint has complied with all requirements set forth in Section 1.4 below) as of the Bill Due Date for all but one time during the prior twelve month period and all payments were made with checks that were honored and,</u></p> <p><u>1.10.12.2 There has been no impairment of the established credit and/or financial health from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about Sprint that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems.</u></p> <p><u>1.10.13 The fact that a Cash Deposit or Letter of Credit is requested by AT&T-9STATE shall in no way relieve CLEC from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.</u></p> <p><u>1.10.14 At least seven (7) calendar days prior to the expiration of any Letter of Credit provided by Sprint as security under this Agreement, Sprint shall renew such Letter of Credit or provide AT&T-9STATE with evidence that Sprint has obtained a suitable</u></p>	<p>returned to Sprint if payments were made on all bills rendered to Sprint by AT&T-9State as of the Bill Due Date for all but one time during the prior twelve months and all payments were made with checks that were honored and if there has been no impairment of Sprints financial health based on information from financial companies such as Moody's, Standard and Poor's or the Wall Street Journal</p> <p>L) I The fact that a Cash Deposit or Letter of Credit is requested by AT&T-9STATE shall in no way relieve Sprint from timely compliance with all payment obligations under this Agreement.</p> <p>M) Among other things, at least seven (7) calendar</p>	

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			<p><u>replacement for the Letter of Credit. If Sprint fails to comply with the foregoing, AT&T-9STATE shall thereafter be authorized to draw down the full amount of such Letter of Credit and utilize the cash proceeds as security for Sprint account(s). If Sprint provides a security deposit or additional security deposit in the form of a Surety Bond as required herein, Sprint shall renew the Surety Bond or provide AT&T-9STATE with evidence that Sprint has obtained a suitable replacement for the Surety Bond at least seven (7) calendar days prior to the cancellation date of the Surety Bond. If Sprint fails to comply with the foregoing, AT&T-9STATE shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for Sprint's account(s). If the credit rating of any bonding company that has provided Sprint with a Surety Bond provided as security hereunder has fallen below "B", AT&T-9STATE will provide written Notice to Sprint that Sprint must provide a replacement bond or other suitable security within fifteen (15) calendar days of AT&T-9STATE's written Notice. If Sprint fails to comply with the foregoing, AT&T-9STATE shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for Sprint's account(s). Notwithstanding anything contained in this Agreement to the contrary, AT&T-9STATE shall be authorized to draw down the full amount of any Letter of Credit or take action on any Surety Bond provided by Sprint as security hereunder if Sprint defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein.</u></p>	<p>days prior to the expiration of any Letter of Credit provided by Sprint as security under this Agreement, Sprint shall renew such Letter of Credit or provide AT&T-9STATE with evidence that Sprint has obtained a suitable replacement for the Letter of Credit.</p>	
AT&T Attachment 7 Billing	Attachment 7-Billing Section 1.11	AT&T issue statement: A) Section 1.11.1.	<p><u>1.11 Billing and Payment of Charges</u></p> <p><u>1.11.1 Unless otherwise stated, each Party will render monthly bill(s), remittance in full by the Bill Due Date, to the other for</u></p>	<p>A) Unless otherwise stated, each Party will render</p>	

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Issue 10		<p>Under what other terms should the Parties bill and render payment to each other?</p> <p>B) Section 1.11.2. How should AT&T-9State assess Late Payment Charges to Sprint?</p> <p>C) Section 1.11.2.1. What interest rate shall be used to calculate the Late Payment Charge?</p>	<p><u>Interconnection Services provided hereunder at the applicable rates set forth in the Pricing Schedule.</u></p> <p>1.11.2 A Late Payment Charge will be assessed for all Past Due payments as provided below, as applicable.</p> <p>1.11.2.1 If any portion of the payment is not received by the <u>AT&T-9STATE Billing Party</u> on or before the <u>payment due date Bill Due Date</u> as set forth above, or if any portion of the payment is received by the <u>AT&T-9STATE Billing Party</u> in funds that are not immediately available to <u>AT&T-9STATE Billing Party</u>, then a late payment and/or interest charge shall be due to <u>AT&T-9STATE the Billing Party</u>. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in the applicable state tariff, or, if no applicable state tariff exists, <u>as set forth in the Guide Book as published on the AT&T CLEC Online website, or pursuant to the applicable state law as determined by AT&T-9STATE. When there is no applicable tariff in the State, any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1 ½ %) per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Payment Due Date to and including the date that payment is actually made.</u> In addition to any applicable late payment and/or interest charges, <u>CLEC the Billed Party</u> may be charged a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth <u>in the Guide Book or pursuant to the applicable state law.</u></p> <p><i>Billing invoices must be sent to the Billed Party within five (5) days of the invoice date. Invoices received more than (5) days</i></p>	<p>monthly bill(s), remittance in full by the Bill Due Date, to the other for Interconnection Services provided hereunder at the applicable rates set forth in the Pricing Schedule. The above are standard and commercially reasonable terms.</p> <p>B) A Late Payment Charge will be assessed for all Past Due payments as provided below, as applicable.</p> <p>C) Because of system limitations, Late Payment charges shall be as set forth in AT&T-9State tariff. Note, the interest rates in the tariff are the same rates AT&T-9States uses for other carries as well.</p>	

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		<p>D) Section 1.11.3. How should Late Payment Charges be calculated?</p> <p>E) Section 1.11.4. Should Sprint's</p>	<p><i>from the invoice date will be due the following billing cycle regardless of the initial Bill Due Date. Late Payment Charges will not apply to any period until after the following billing cycle.</i></p> <p>AT&T:</p> <p><u>1.11.3 If any charge incurred by AT&T-9STATE under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable AT&T-9STATE intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.</u></p> <p>AT&T:</p> <p><u>1.11.4 The Remittance Information to apply payments must accompany the payment. Payment is considered to have been made when the payment and Remittance Information are received by AT&T-9STATE. If the Remittance Information is not received with payment, AT&T-9STATE will be unable to apply amounts paid to Sprint's accounts. In such event, AT&T-9STATE shall hold such funds until the Remittance Information is received. If AT&T-9STATE does not receive the Remittance Information by the Bill due date for any account(s), Late Payment Charges shall apply.</u></p> <p>Sprint:</p>	<p>D) If any charge incurred by AT&T-9STATE under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid.</p>	

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		<p>payments to AT&T-9STATE be submitted with proper Remittance Information?</p> <p>F) Section 1.11.5. How should Sprint make payments to AT&T-9STATE?</p>	<p><u>1.11.4 The Remittance Information to apply payments must accompany the payment. Payment is considered to have been made when the payment and Remittance Information are received by AT&T-9STATE. If the Remittance Information is not received with payment, AT&T-9STATE will be unable to apply amounts paid to Sprint's accounts. In such event, AT&T-9STATE shall hold such funds until the Remittance Information is received. If AT&T-9STATE does not receive the Remittance Information by the Bill Due Date for any account(s), Late Payment Charges shall apply. Payment is considered to have been made when an Electronic Funds Transfer (EFTs) or payment by non-electronic means is received that designates the Billing Account Number (BAN) to which the payment will be applied.</u></p> <p>AT&T:</p> <p><u>1.11.5 Sprint</u> shall make all payments to AT&T-9STATE via electronic funds transfers (EFTs) through the Automated Clearing House Association (ACH) to the financial institution designated by AT&T-9STATE. <u>Remittance Information</u> will be communicated together with the funds transfer via the ACH network. <u>Sprint must use the CCD+ or the CTX Standard Entry Class code. Sprint and AT&T-9STATE</u> will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. <u>Each ACH payment must be received by AT&T-9STATE no later than the Bill Due Date of each bill or Late Payment Charges will apply. AT&T-9STATE</u> is not liable for any delays in receipt of funds or errors in entries caused by <u>Sprint or Third Parties, including Sprint's</u> financial institution. <u>Sprint is</u> responsible for its own banking fees.</p> <p>Sprint: <i>Payment is considered to have been made when an Electronic</i></p>	<p>E) AT&T receives and processes thousands of bills per day. Without the proper Remittance Information, it would be impossible to post payments to the accurate accounts. AT&T believes this is a reasonable expectation of the customer.</p> <p>F) The payment method requested by AT&T-9STATE follows national standards and is how AT&T-9STATE requires payments from other customers.</p>	

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			<p><i>Funds Transfer (EFTs) or payment by non-electronic means is received that designates the Billing Account Number (BAN) to which the payment will be applied.</i></p> <p><i>The Parties</i> shall make all payments via EFTs through the Automated Clearing House Association (ACH) to the financial institution designated by <i>each Party</i>. <i>The BAN on which payment is being made</i> will be communicated together with the funds transfer via the ACH network. The Parties will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. <i>Each Party</i> is not liable for any delays in receipt of funds or errors in entries caused by Third Parties, including <i>the Party's</i> financial institution. <i>Each Party</i> is responsible for its own banking fees. <i>As of the effective date of this agreement, the Parties have already established EFT arrangements between the Parties.</i></p> <p>AT&T:</p> <p><u>1.11.6 Prior to establishing EFT, Sprint will complete a Customer Information Form for Electronic Payments (ECF11 Form) found on AT&T's Sprint Online website. This form provides AT&T-9STATE with Sprint's set up and contract information for electronic payments. AT&T-9STATE banking information will be provided by AT&T-9STATE Treasury & Remittance Operations on AT&T-9STATE approved forms after the Sprint's completed ECF11 form is received, testing has completed and certification confirmed.</u></p> <p>Sprint:</p>		
		<p>G) Section 1.11.6. What are the criteria for establishing electronic funds transfer ("EFT")?</p> <p>H) Section 1.11.7.</p>		<p>G) Like other carriers, Sprint should follow the process establishing an EFT as outline in Section 1.11.6.</p>	

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		Should Late Payment Charges apply as a result of delayed non-electronic funds transfers?	<p>1.11.6 <i>Intentionally left blank.</i></p> <p><u>1.11.7 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. Sprint is responsible for any Late Payment Charges resulting from Sprint's failure to use electronic funds credit transfers through the ACH network.</u></p> <p><u>1.11.8</u> If any portion of an amount due to the Billing Party under this Agreement is subject to a bona fide dispute between the Parties, the Non-Paying Party must, <u>prior to the Bill Due Date</u>, give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in <u>General Terms and Conditions in Section 3.0 below. The Disputing Party should utilize any existing and preferred form or method provided by the Billing Party to communicate disputes to the Billing Party.</u> On or before the Bill Due Date, the Non-Paying Party must pay (i) all undisputed amounts to the Billing Party, <u>and (ii) all Disputed Amounts, other than disputed charges arising from Inter-carrier Compensation into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties.</u></p>	H) Yes. AT&T believes it is important to contractually acknowledge the fact that payments not made via the ACH network will not be posted immediately and as such, Late Payment Charges may apply.	
AT&T Attachment 7 Billing Issue 11	Attachment 7- Billing Section 1.11.9	AT&T issue statement: Section 1.11.9 – 1.11.16.	<p><u>1.11.9 Requirements to Establish Escrow Accounts.</u></p> <p><u>1.11.9.1 To be acceptable, the Third Party escrow agent must meet all of the following criteria:</u></p>	Yes. AT&T believes that incorporating Escrow language into this Agreement is important and necessary. First, please note that since the funds in	No. Escrow provisions are an attempt by AT&T to obtain the equivalent of an increased deposit which unduly ties-up competing carrier's

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		Should the Agreement contain escrow provisions?	<p><u>1.11.9.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;</u></p> <p><u>1.11.9.1.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and</u></p> <p><u>1.11.9.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH credit transfers.</u></p> <p><u>1.11.9.2 In addition to the foregoing requirements for the Third Party escrow agent, the Disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:</u></p> <p><u>1.11.9.2.1 The escrow account must be an interest bearing account;</u></p> <p><u>1.11.9.2.2 all charges associated with opening and maintaining the escrow account will be borne by the Disputing Party;</u></p> <p><u>1.11.9.2.3 that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;</u></p> <p><u>1.11.9.2.4 all interest earned on deposits to the escrow</u></p>	<p>Escrow are not available to AT&T-9State or Sprint. So both Parties will have same incentive to resolve open disputes. Additionally, by incorporating Escrow language into interconnection agreements, carriers will have less incentive to submit frivolous disputes. Sprint has a history of filing questionable disputes and this escrow mechanism is necessary to prevent them from filing questionable disputes. Additionally, Sprint's finances have been deteriorating in recent years with continued losses of subscribers and a recent large net loss posted in the 4th quarter of 2009.</p>	<p>capital as a means to alter the status quo while a dispute is pending. If AT&T is concerned about a given dispute or the financial condition of a given carrier and it cannot negotiate a resolution, then it is incumbent upon AT&T to take action under the Dispute Resolution provisions to bring the dispute to the Commission for prompt resolution.</p>

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			<p><u>account will be disbursed to the Parties in the same proportion as the principal; and</u></p> <p><u>1.11.9.2.5 disbursements from the escrow account will be limited to those:</u></p> <p><u>1.11.9.2.5.1 authorized in writing by both the Disputing Party and the Billing Party (that is, signature(s) from representative(s) of the Disputing Party only are not sufficient to properly authorize any disbursement); or</u></p> <p><u>1.11.9.2.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of under Disputes in General Terms and Conditions; or</u></p> <p><u>1.11.9.2.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Disputes in General Terms and Conditions.</u></p> <p><u>1.11.10 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 2.2 above.</u></p> <p><u>1.11.11 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in General Terms and Conditions below.</u></p> <p><u>1.11.12 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying</u></p>		

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			<p><u>Party, the Parties will cooperate to ensure that all of the following actions are completed:</u></p> <p><u>1.11.12.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute;</u></p> <p><u>1.11.12.2 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;</u></p> <p><u>1.11.12.3 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and</u></p> <p><u>1.11.12.4 no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 2.8 above.</u></p> <p><u>1.11.13 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 2.12.1 above and Section 2.12.3 above are completed within the times specified therein.</u></p>		

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			<p><u>1.11.14 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 2.12 above shall be grounds for termination of the Interconnection Services provided under this Agreement.</u></p> <p><u>1.11.15 Each Party will notify the other Party at least ninety (90) calendar days or three (3) monthly billing cycles prior to any billing changes. At that time a sample of the new invoice will be provided so that each Party has time to program for any changes that may impact validation and payment of the invoices. If notification is not received in the specified time frame, then invoices will be held and not subject to any Late Payment Charges, until the appropriate amount of time has passed to allow each Party the opportunity to test the new format and make changes deemed necessary.</u></p> <p><u>1.11.16 If either Party requests one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy as specified in the Pricing Schedule, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.</u></p>		
AT&T Attachment 7 Billing Issue 12	Attachment 7- Billing Section 1.12	AT&T issue statement: A) Section 1.12.1. What are the appropriate procedures for disconnection of Interconnection	<p>1.12 Nonpayment and Procedures for Disconnection</p> <p><u>1.12.1 If a Party is furnished Interconnection Services under the terms of this Agreement in more than one (1) state, Section 1.12.2 below through Section 1.12.9 below, inclusive, shall be applied separately for each such state.</u></p> <p><u>1.12.2 Failure to pay charges shall be grounds for disconnection of Interconnection Services furnished under this</u></p>	A) The Nonpayment and Procedures for Disconnection should be applied to each state separately. This is only logical since Sprint's billing accounts are by state.	

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		<p>Services in the event of nonpayment by a Party?</p> <p>B) Section 1.12.2. What constitutes grounds for disconnection of Interconnection Services for the Parties?</p> <p>C) Section 1.12.3. What are AT&T-9STATE's notification obligations?</p> <p>D) Section 1.12.4. What is the appropriate time period for the Non-Paying Party to dispute Unpaid Charges?</p>	<p><u>Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or Unpaid Charges, and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will send a Discontinuance Notice to such Non-Paying Party. The Non-Paying Party must remit all Unpaid Charges to the Billing Party within fifteen (15) calendar days of the Discontinuance Notice.</u></p> <p><u>1.12.3 AT&T-9STATE will also provide any written notification to any Commission as required by any State Order or Rule. Disconnection will only occur as provided by Applicable Law, upon such notice as ordered by the Commission.</u></p> <p><u>1.12.4 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than fifteen (15) calendar days following receipt of the Billing Party's notice of Unpaid Charges:</u></p> <p><u>1.12.4.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total Disputed Amounts and the specific details listed in General Terms and Conditions in this Agreement, together with the reasons for its dispute; and</u></p> <p><u>1.12.4.2 pay all undisputed Unpaid Charges to the Billing Party; and</u></p> <p><u>1.12.4.3 pay all Disputed Amounts (other than Disputed Amounts arising from Inter-carrier Compensation) into an interest bearing escrow account that complies with the requirements set forth in Section 1.11.9 above and</u></p>	<p>B) Among other things, If either Party fails to pay any charge bill to it after a Discontinuance Notices has been sent to Non-Paying Party.</p> <p>C) AT&T-9State will provide written notice to any Commission as required by a state order or rule.</p> <p>D) It is commercially reasonable that the Non-Paying Party complete its dispute no later than fifteen (15) calendar days following the Billing Party's notice of Unpaid Charges. This is at</p>	

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		<p>E) Section 1.12.5. What terms should govern Disputed Amounts?</p> <p>F) Section 1.12.6. What are additional grounds for disconnection?</p>	<p><u>1.12.4.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 1.11.9 above and deposited a sum equal to the Disputed Amounts into that account (other than Disputed Amounts arising from Intercarrier Compensation). Until evidence that the full amount of the Disputed Charges (other than Disputed Amounts arising from Intercarrier Compensation) has been deposited into an escrow account that complies with Section 1.11.9 above is furnished to the Billing Party, such Unpaid Charges will not be deemed to be “disputed” in General Terms and Conditions.</u></p> <p><u>1.12.5 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in General Terms and Conditions Section 3.0 below.</u></p> <p><u>1.12.6 If the Non-Paying Party fails to:</u></p> <p><u>1.12.6.1 pay any undisputed Unpaid Charges in response to the Billing Party’s Discontinuance Notice as described in Section 1.12.2 above.</u></p> <p><u>1.12.6.2 deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 1.11.9 above within the time specified in Section 1.12.2 above.</u></p> <p><u>1.12.6.3 timely furnish any assurance of payment requested in accordance with Section 1.10.4 above; or</u></p>	<p>least 46 days from the invoice date which provides ample time to open and fund an escrow account.</p> <p>E) The Disputed Amount in this Agreement should be governed by the Dispute Resolution language in the General Terms and Conditions of this Agreement.</p> <p>F) If the Non-Paying Party fails one of the following outlined in Sections 1.12.6.1 – 1.12.6.4.</p>	

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		G) Section 1.12.8. What are the Non-Paying Party's obligations to the Billing Party if the Billing Party implements Section 1.12.6? Further, if the Billing Party implements Section 1.12.6, how are Performance Measures affected?	<p><u>1.12.6.4 make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in 1.12.6.1 above through 1.12.6.4 within ten (10) Business Days. On the day that the Billing Party provides such written demand to the Non-Paying Party, the Billing Party may also exercise any or all of the following options:</u></p> <p><u>1.12.6.4.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection under this Agreement;</u></p> <p><u>1.12.6.4.2 and/or suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection Service under this Agreement.</u></p> <p><u>1.12.7 Where required, a copy of the demand provided to Sprint under Section 1.12.6 above will also be provided to the Commission at the same time.</u></p> <p><u>1.12.8 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options under Section 1.12.6 above, and Sections 1.12.6.4.1 above and 1.12.6.4.2 above:</u></p> <p><u>1.12.8.1 will not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and</u></p> <p><u>1.12.8.2 will exclude any affected application, request, order or</u></p>		G) If the Billing Party avails itself to implementing this Section 1.12.6, then the Non-Paying Party is still obligated all charges on each invoice before the Bill Due Date. Additionally, all affected applications, requests, orders or services

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			<u>service from any otherwise Performance Measure.</u>	will be excluded from Performance Measures.	
AT&T Attachment 7 Billing Issue 13	Attachment 7-Billing Section 1.12.9	AT&T position statement: What should be the term limitation for back-billing and credit claims.	<p>1.12.9 Limitation on Back-billing and Credit Claims:</p> <p>1.12.9.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to:</p> <p>1.12.9.1.1 Back-bill or claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) six (6) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) six (6) month limitation on back-billing and credit claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve six month period for any back-billing or credit claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement. Nothing herein shall prohibit either Party from rendering bills or collecting collection for any Interconnection products and/or services Services more than twelve (12) six (6) months after the Interconnection products and/or services Services was provided when the ability or right to charge or the proper charge for the Interconnection products and/or services Services was the subject of an arbitration or other Commission action, including any appeal of such action. In such cases, the time period for</p>	AT&T9-State is willing to agree to term limits for both Back-Billing and Credit Claims of six (6) months.	

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			<p>back-billing <u>or credits</u> shall be the longer of (a) the period specified by the commission in the final order allowing or approving such charge <u>change</u> or (b) <u>twelve (12) six (6)</u> months from the date of the final order allowing or approving such charge <u>or (c) twelve months from the date of approval of any executed amendment to this Agreement required to implement such charge.</u></p> <p><u>1.12.9.1.2 Back-billing and credit claims, as limited above, will apply to all Interconnection Services purchased under this Agreement, except that Intercarrier Compensation is specifically excluded from this Section 12.0 and is addressed separately in the Attachment – 02 Network Interconnection.</u></p>		
AT&T Attachm ent 7 Billing Issue 13a	Attachment 7- Billing Section 3	Is it appropriate for the Agreement to contain dispute resolution language specific to Attachment 7 – Billing?	<p><u>3. Dispute Resolution Intentionally left blank</u></p> <p><u>3.1 Finality of Disputes:</u></p> <p><u>3.1.1 Except as otherwise specifically provided for in this Agreement, no claim may be brought for any dispute arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.</u></p> <p><u>3.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges which appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party received notice of such Disputed Amounts.</u></p>	AT&T proposed contract language provides for an effective framework for analyzing and resolving disputes between the parties prior to engaging other third Parties such as PSC, court, or mediator.	Original GTC Section 14, is all that has been, or continues to be, necessary for a Party bring a dispute before the Commission, FCC and obtain court review. Sprint does not accept nor agree that it is in anyway appropriate for AT&T to attempt to force a complex Dispute resolution procedure upon competing carriers as proposed in its new wireline-specific Attach 7 Billing Section 3 process that, ultimately, can even result in mandatory AAA

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			<p><u>3.2 <i>Alternative to Litigation:</i></u></p> <p><u>3.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following Dispute Resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.</u></p> <p><u>3.3 <i>Commencing Dispute Resolution:</i></u></p> <p><u>3.3.1 Dispute Resolution shall commence upon one Party's receipt of written Notice of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such written Notice has first been given to the other Party. There are three (3) separate Dispute Resolution methods:</u></p> <p><u>3.3.1.1 Service Center Dispute Resolution</u></p> <p><u>3.3.1.2 Informal Dispute Resolution; and</u></p> <p><u>3.3.1.3 Formal Dispute Resolution, each of which is described below.</u></p> <p><u>3.4 <i>Service Center Dispute Resolution - the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. Written Notice sent to AT&T-9STATE for Disputed Amounts must be made on the "Billing Claims Dispute Form".</i></u></p> <p><u>3.4.1 If the written Notice given pursuant to the Disputes</u></p>		arbitration in Georgia.

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			<p><u>Resolution Section above discloses that the dispute relates to billing, then the procedures set forth in Section 3.3 above shall be used.</u></p> <p><u>3.4.2 For a dispute submitted by the CLEC, the dispute shall first be processed by the appropriate service center for resolution.</u></p> <p><u>3.4.3 In order to resolve a billing dispute, the Disputing Party shall furnish the other Party written Notice of:</u></p> <p><u>3.4.3.1 the date of the bill in question;</u></p> <p><u>3.4.3.1.1 the account number or other identification (CLEC must provide the CBA/ESBA/ASBS or BAN number) of the bill in question;</u></p> <p><u>3.4.3.1.2 telephone number, circuit ID number or trunk number in question;</u></p> <p><u>3.4.3.1.3 any USOC (or other descriptive information) information relating to the item questioned;</u></p> <p><u>3.4.3.1.4 amount billed;</u></p> <p><u>3.4.3.1.5 amount in question; and</u></p> <p><u>3.4.3.1.6 the reason that the Disputing Party disputes the billed amount.</u></p> <p><u>3.4.4 When CLEC is the Disputing Party, CLEC must provide</u></p>		

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			<p><u>evidence to AT&T-9STATE that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Requirements to Establish Escrow Accounts Section above of this Agreement and deposited all Unpaid Charges relating to Resale Services and 251(c)(3) UNEs into that escrow account in order for that billing claim to be deemed a “dispute”. Failure to provide the information and evidence required by this Section 3 not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute CLEC’s irrevocable and full waiver of its right to dispute the subject charges.</u></p> <p><u>3.4.5 The Parties shall attempt to resolve Disputed Amounts appearing on current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided the Disputing Party furnishes all requisite information and evidence under Section 3.4 above by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request, the non-Disputing Party will notify the Disputing Party of the status of the dispute and the expected resolution date.</u></p> <p><u>3.4.6 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days from the date Notice of the Disputed Amounts was received (provided that CLEC furnishes all requisite information and evidence under Section 3.4 above, upon request, the non-Disputing Party will notify the Disputing Party of the status of the dispute and the expected resolution date.</u></p>		

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			<p><u>3.4.7 If the Disputing Party is not satisfied by the resolution of the billing dispute under this Section 3.4 above, the Disputing Party may notify the Billing Party in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 3.5 below of this Agreement.</u></p> <p><u>3.5 <i>Informal Dispute Resolution:</i></u></p> <p><u>3.5.1 Upon receipt by one Party of Notice of a dispute by the other Party pursuant to Section 3.3 above or Section 3.4.7 above, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.</u></p> <p><u>3.6 <i>Formal Dispute Resolution:</i></u></p> <p><u>3.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 3.5 above, then either</u></p>		

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			<p><u>Party may invoke the formal Dispute Resolution procedures described in this Section 3.6. Unless agreed among all Parties, formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 3.3 above.</u></p> <p><u>3.6.2 Claims Subject to Mandatory Arbitration:</u></p> <p><u>3.6.2.1 The following claims, if not settled through informal Dispute Resolution, will be subject to mandatory arbitration pursuant to Section 3.7 below:</u></p> <p><u>3.6.2.2 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 3.3 above. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 3.3 above, the Parties will annualize the actual number of months billed.</u></p> <p><u>3.6.3 Claims Subject to Elective Arbitration:</u></p> <p><u>3.6.3.1 Claims will be subject to elective arbitration pursuant to Section 3.7 below, if, and only if, the claim is not settled through informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or</u></p>		

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			<p><u>agency mechanism.</u></p> <p><u>3.6.4 Claims Not Subject to Arbitration:</u></p> <p><u>3.6.4.1 If the following claims are not resolved through informal Dispute Resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.</u></p> <p><u>3.6.4.2 Actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement.</u></p> <p><u>3.6.4.3 Actions to compel compliance with the Dispute Resolution process.</u></p> <p><u>3.6.4.4 All claims arising under federal or state statute(s), including antitrust claims.</u></p> <p><u>3.7 Arbitration:</u></p> <p><u>3.7.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Atlanta, Georgia for AT&T SOUTHEAST REGION 9-STATE, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter</u></p>		

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			<u>expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. Notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the Parties agree that the arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.</u>		
AT&T Attachment 7 Billing Issue 14	Attachment 7-Billing Section 4	AT&T position statement: Which language best represents the process for handling Bona Fide Billing Disputes?	<p>4. <u>Intentionally left blank.</u><i>Bona Fide Billing Disputes</i></p> <p><i>4.1 A Bona Fide Billing Dispute means a dispute of a specific amount of money actually billed by the Billing Party. The dispute must be clearly explained by the Disputing Party and supported by written documentation from the Disputing Party, which clearly shows the basis for dispute of the charges. The dispute must be itemized to show the account and end user identification number against which the disputed amount applies. By way of example and</i></p>	Bona Fide billing disputes should be handled using the billing dispute process as set out in AT&T's language.	

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			<p><i>not by limitation, a Bona Fide Dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a Bona Fide Dispute include the refusal to pay other amounts owed by the Disputing Party until the dispute is resolved. Claims by the Parties for damages of any kind will not be considered a Bona Fide Dispute for purposes of this Section. Once the Bona Fide Dispute is resolved, the Disputing Party will make immediate payment on any of the disputed amount owed to the Billing Party or the Billing Party shall have the right to pursue normal treatment procedures. Any credits due to the Disputing Party, pursuant to the Bona Fide Dispute, will be applied to the Disputing Party's account by the Billing Party immediately upon resolution of the dispute.</i></p> <p>4.2 Where the Parties have not agreed upon a billing quality assurance program, Bona Fide Billing Disputes shall be handled pursuant to the terms of this section.</p> <p>4.2.1 Each Party agrees to notify the other Party in writing upon the discovery of a Bona Fide Billing Dispute. In the event of a Bona Fide Billing Dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Billing Party rejects the Disputing Party's Bona Fide Billing Dispute, the Billing Party assumes the responsibility to provide the Disputing Party with adequate justification for such rejection. Resolution of the Bona Fide Billing Dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:</p>		

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			<p><i>4.2.2 If the Bona Fide Billing Dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the Bona Fide Billing Dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.</i></p> <p><i>4.2.3 If the Bona Fide Billing Dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.</i></p> <p><i>4.3 If a Party disputes charges and the Bona Fide Billing Dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges. Accordingly, if a Party disputes charges and the Bona Fide Billing Dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. The Billing Party shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.</i></p>		

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AT&T Attachment 7 Billing Issue 15	Attachment 7- Billing Section 5	AT&T issue statement: Should the audit language in this Attachment contain a reference to the Section number regarding audits found in the General Terms and Conditions? Sprint issue statement:	RESOLVED	Yes. The Audit language is a general provision, and thus, it should be in the General Terms and Conditions of this Agreement.	
AT&T Attachment 7 Billing Issue 16	Attachment 7- Billing Section 7	AT&T Issue: Should the Agreement contain language for the settlement of alternately billed calls via Non-Intercompany Settlement System (NICS)?	<p><u>7. Intentionally left blank. Non-Intercompany Settlement System (NICS)</u></p> <p><u>General Provisions</u></p> <p><u>7.1 NICS shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by AT&T- 9STATE billed by Sprint (when the Sprint is using its own End Office Switch), or messages originated by Sprint and billed by AT&T9STATE within the same and AT&T-9STATE State (i.e., messages for intrastate/intraLATA traffic only).</u></p> <p><u>7.2 AT&T9STATE will also collect the revenue earned by Sprint within the AT&T-9STATE territory from another LEC also within the AT&T-9STATE where the messages are billed, less a per message billing and collection fee indicated in the Pricing</u></p>	Yes. Without such supporting language, the Parties will not be able to settle local and toll LEC-carried alternately billed calls with all other participating LECs.	

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			<p><u>Schedule, on behalf of Sprint. AT&T-9STATE will remit the revenue billed by Sprint within region to the LEC also within region, where the messages originated, less a per message billing and collection fee indicated in the Pricing Schedule. These two amounts will be netted together by AT&T-9STATE and the resulting charge or credit issued to Sprint via a monthly invoice in arrears.</u></p> <p>7.3 <u>NICS does not extend to 900 or 976 calls or to other pay per call services.</u></p> <p>7.4 <u>The Telcordia Technologies NICS report is the source for revenue to be settled between AT&T-9STATE and Sprint. NICS settlement will be incorporated into the Sprint's monthly invoice.</u></p> <p>7.5 <u>This Attachment does not cover calls originating and billing within a state outside of and/or AT&-9STATE.</u></p> <p>7.6 <u>NICS does not include any interLATA and/or intraLATA long distance charges assessed by an Interexchange Carrier (IXC).</u></p> <p>7.7 <u>The Party billing the End User shall be responsible for all uncollectible amounts.</u></p> <p>7.8 <u>Net payment shall be due within thirty (30) calendar days of the date of the invoice.</u></p> <p>7a. <u>Responsibilities of the Parties</u></p>		

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			<p>7a.1 Each Party is responsible for submitting the appropriate Exchange Message Interface (EMI) End User billable record (as defined in the Telcordia Technologies NICS System Specifications document) to Telcordia CMDs for inclusion in the NICS report when an alternately billed call originates from its End User.</p>		
AT&T Attachment 7 Billing Issue 17	Attachment 7-Billing Section 8	<p>AT&T Issue: A) Should the Daily Usage File ("DUF") language limit DUF to "resale services"?</p> <p>B) Should the Agreement provide a reference to the location of the procedures and processes for implementation of interfaces?</p> <p>Sprint Issue:</p>	<p>8. Daily Usage File</p> <p>8.1 Introduction</p> <p>Upon written request from Sprint, AT&T-9STATE will provide Sprint a Daily Usage File (DUF) for Resale Services provided hereunder. A DUF will be provided by AT&T-9STATE in accordance with Exchange Message Interface (EMI) guidelines supported by the Ordering and Billing Forum (OBF). Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation. The DUF will include (i) specific daily usage, including both Section 251(b)(5) Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each service Resale Services to the extent that similar usage sensitive information is provided to retail End Users of AT&T-9STATE within that state, (ii) with sufficient detail to enable Sprint to bill its End Users for usage sensitive services furnished by AT&T-9STATE in connection with service Resale Services provided by AT&T-9STATE, and (iii) operator handled calls provided by AT&T-9STATE. <u>Procedures and processes for implementing the interfaces with AT&T-9STATE will be included in implementation requirements documentation.</u></p>	<p>No, the DUF language should encompass all services provided under the terms of the agreement, and should not be limited to "Resale Services" as suggested by Sprint. In fact, the Resale Attachment is not being included in this agreement, therefore, any reference to resale services is not applicable.</p> <p>Yes, it's appropriate to provide the location of processes for the implementation of interfaces.</p>	

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AT&T Attachment 7 Billing Issue 18	Attachment 7-Billing Section 9	AT&T issue: Should additional language address recording failures? Sprint Issue:	<p><u>AT&T:</u> <u>9. No proposed language.</u></p> <p><i>Sprint:</i></p> <p><i>9 Recording Failures Intentionally left blank.</i></p> <p><i>9.1 When Sprint message data are lost, damaged, or destroyed as a result of AT&T-9STATE error or omission when either Party is performing the billing and/or recording function, and the data cannot be recovered or resupplied in time for the time period during which messages can be billed according to legal limitations, or such other time periods that may be agreed to by the Parties within the limitations of the law. The Parties will mutually agree to the amount of estimated Sprint revenue in accordance in this Section 8.3.3 and AT&T-9STATE shall compensate Sprint for this lost revenue.</i></p>	No. "Recording Failure" is addressed in Section 10.4.3, which limits the Parties liability to each other.	
AT&T Attachment 7 Billing Issue 19	Attachment 7-Billing Section 9.2.	AT&T Issue: AT&T issue: Should additional language address limitation of liability related to material loss"?	<p><u>AT&T:</u> <u>9a. No proposed language.</u></p> <p><i>Sprint</i></p> <p><i>9.2Material Loss Intentionally left blank.</i></p> <p><i>9.2.1 AT&T-9STATE shall review its daily controls to determine if data has been lost. AT&T-9STATE shall use the same procedures to determine a Sprint material loss as it uses for itself. The message threshold used by AT&T-9STATE to determine a material</i></p>	No. Material Loss is addressed in Section 10.4.3, which limits the Parties liability to each other.	

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			<p><i>loss of its own messages will also be used to determine a material loss of Sprint messages. When it is known that there has been a loss, actual message and minute volumes should be reported if possible. Where actual data are not available, a full day shall be estimated for the recording entity as outlined in the paragraph below titled Estimating Volumes. The loss is then determined by subtracting recorded data from the estimated total day business.</i></p> <p><i>9.2.2 From message and minute volume reports for the Party experiencing the loss, AT&T-9STATE shall secure message/minute counts for the corresponding day of the weeks for four (4) weeks preceding the week following that in which the loss occurred.</i></p> <p><i>9.2.3 AT&T-9STATE shall apply the appropriate Average Revenue Per Message (ARPM) to the estimated message volume to arrive at the estimated lost revenue.</i></p> <p><i>Exceptions:</i></p> <p><i>A. If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use an additional number of weeks in order to procure volumes for two (2) non-holidays.</i></p> <p><i>B. If the call or usage data lost represents calls or usage on a weekday which is a holiday (except Christmas and Mother's Day), use volumes from the preceding and following Sunday.</i></p> <p><i>C. If the call or usage data lost represents calls or usage on Mother's Day or Christmas, use volumes from that day in the preceding year (if available).</i></p> <p><i>D. In the selection of corresponding days for use in developing</i></p>		

**AT&T SOUTH CAROLINA and SPRINT CLEC
Decision Point List - CLEC
Attachment 7 - Billing**

Legend: AT&T language in bold and underlined
Sprint language in bold italics

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<i>estimates, consideration shall be given to other conditions which may affect call volumes such as tariff changes, weather and local events (conventions, festivals, major sporting events, etc.) in which case the use of other days may be more appropriate.</i>		
AT&T Attachment 7 Billing Issue 20	Attachment 7-Billing Section 10	AT&T Issue: A) Sections 10.1.1 and 10.1.2, and 10.1.4 What language should govern recording of IXC Traffic? And what is the exchange process for reciprocal compensation? Sprint Issue:	<p>10. Recording</p> <p>10.1 Responsibilities of the Parties</p> <p>10.1.1 AT&T-9STATE will record all IXC transported telephone toll service messages <u>for CLEC</u> carried over <u>all Feature Group Switched Access Services Interconnection Facilities</u> that are available to AT&T-9STATE provided Recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by AT&T-9STATE-provided equipment or operators) will not be recorded. The Recording equipment will be provided at locations selected by AT&T-9STATE.</p> <p>10.1.2 AT&T-9STATE will perform Assembly and Editing, Message Processing and provision of applicable AUR detail for IXC transported telephone toll service messages <u>if the messages are</u> recorded by AT&T-9STATE.</p> <p>10.1.3 AT&T-9STATE will provide AURs that are generated by AT&T-9STATE.</p> <p>10.1.4 Assembly and Editing will be performed on all IXC transported telephone toll messages recorded by AT&T-9STATE.</p>	A) This language addresses the recording of all IXC traffic that AT&T records via Feature Group services in support of the record exchange process for Meet Point Billing to IXCs. There is no record exchange process for reciprocal compensation between the two Parties. Each Party bills based on their own terminating recordings. Therefore, Sprints proposed changes cannot be accepted by AT&T-9States.	

AT&T SOUTH CAROLINA and SPRINT CLEC
Decision Point List - CLEC
Attachment 7 - Billing

Legend: AT&T language in bold and underlined
Sprint language in bold italics

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		<p>B) Section 10.1.5. Are EMI Record format necessary?</p> <p>C) Section 10.1.7. RESOLVED</p> <p>D) Sections 10.2. and 10.2.1. Is Reciprocal recording necessary in this Section 10.2?</p>	<p><u>10.1.5 Standard EMI Record formats for the provision of Billable Message detail and AUR detail will be established by AT&T-9STATE and provided to CLEC. Intentionally left blank.</u></p> <p>10.1.6 Recorded Billable Message detail and AUR detail will not be sorted to furnish detail by specific End Users, by specific groups of End Users, by office, by feature group or by location.</p> <p>10.1.7 <u>AT&T-9STATE</u> will provide message detail to <u>CLEC Sprint</u> in data files, (a <u>Secure File Transfer Protocol</u> or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both Parties. In order for the <u>CLEC Sprint</u> to receive End User billable Records, <u>the CLEC Sprint</u> may be required to obtain CMDS Hosting service from AT&T or another CMDS Hosting service provider.</p> <p>10.1.8 <u>CLEC Sprint</u> will identify separately the location where the Data Transmissions should be sent (as applicable) and the number of times each month the information should be provided. AT&T-9STATE reserves the right to limit the frequency of transmission to existing AT&T-9STATE processing and work schedules, holidays, etc.</p> <p>10.2 <u>The Recording Party AT&T-9STATE</u> will determine the number of data files required to provide the AUR detail to <u>CLEC receiving Party</u>.</p> <p>10.2.1 Recorded <u>Billable Message AUR</u> detail and/or AUR detail previously provided <u>CLEC Sprint</u> and lost or destroyed through no fault of <u>AT&T-9STATE the sending Party</u> will not be recovered and made available to <u>CLEC the receiving Party</u> except on an individual</p>	<p>B) AT&T must use the standard EMI Record formats to provide recorded data to Sprint.</p> <p>C) AT&T-States will agree to Sprint's proposed language in this Section 10.1.7.</p> <p>D) No. These changes are not required. Reciprocal recording requirements are addressed in 10.2.4.</p>	

AT&T SOUTH CAROLINA and SPRINT CLEC
Decision Point List - CLEC
Attachment 7 - Billing

Legend: AT&T language in bold and underlined
Sprint language in bold italics

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		<p>E) Section 10.2.2. Are Sprint's modification necessary for this Section 10.2.2?</p> <p>F) Section 10.2.3.</p> <p>G) Section 10.2.4. Are Sprint's proposed changes necessary to this Section 10.2.4.</p> <p>H) Section 10.2.5. Is Sprint's proposed language necessary?</p> <p>I) Section 10.3.1. Are Sprint's proposed changes necessary for this Section 10.3.1?</p>	<p>case basis at a cost determined by <u>AT&T-9STATE the Recording Party</u>.</p> <p>10.2.2 When AT&T-9STATE receives rated Billable Messages from an IXC or another LEC that are to be billed by <u>CLEC Sprint, AT&T-9STATE</u> may forward those messages to <u>CLEC Sprint or designated CMDS Hosting service provider</u>.</p> <p>10.2.3 AT&T-9STATE will record the applicable detail necessary to generate AURs and forward them to <u>CLEC Sprint</u> for its use in billing access to the IXC.</p> <p>10.2.4 When <u>CLEC Sprint</u> is the Recording Company, <u>the CLEC Sprint</u> agrees to provide its recorded <u>Billable Messages telephone toll service message detail and AUR detail data</u> to AT&T-9STATE <u>under the same terms and conditions of this Section per MECAB guidelines</u>.</p> <p><i>10.2.5 To the extent telephone toll service message detail records are exchanged over NDM facilities, the cost of such facilities will be equally shared.</i></p> <p>10.3 Basis of Compensation</p> <p>10.3.1 <u>AT&T-9STATE as the The Recording Company Party</u>, agrees to provide EMI recording, Assembly and Editing, Message Processing and Provision of Message Detail for AURs in accordance with this Section on a reciprocal, no-charge basis. <u>CLEC, as the Recording Company, agrees to provide any and all AURs required by AT&T-9STATE on a reciprocal, no-charge basis.</u> The Parties agree that this mutual exchange of Records at</p>	<p>E) No. There is no need for this modification since the transmission of Billable Messages are addressed and agreed upon by Sprint in 10.1.7.</p> <p>F) For this Section 10.2.3, AT&T-9State will agree to Sprint's proposed language.</p> <p>G) No. AURs includes the recording of all IXC traffic that AT&T records via Feature Group services in support of the record exchange process for Meet Point Billing to IXCs. There is no record exchange process for reciprocal compensation between the two Parties. Each Party bills based on their own terminating recordings. Therefore, Sprints proposed changes should be rejected. Moreover, The specific terms and conditions addressed in</p>	

AT&T SOUTH CAROLINA and SPRINT CLEC
Decision Point List - CLEC
Attachment 7 - Billing

Legend: AT&T language in bold and underlined
Sprint language in bold italics

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the MECAB document.	<p>this section of the ICA are not discussed in MECAB. Therefore, Sprint's proposed language should be rejected.</p> <p>H) No. Meet Point Billing to IXCs. There is no record exchange process for reciprocal compensation between the two Parties. Each Party bills based on their own terminating recordings. Therefore, Sprints proposed language cannot be accepted by AT&T.</p> <p>I) No. EMI is a format of providing call detail information. It is not a type of recording. Furthermore, there is no ordering of AURs for IXC traffic</p>	
AT&T Attachm ent 7 Billing Issue 21	Attachment 7- Billing Section 10.4	<p>AT&T Issue:</p> <p>A) Section 10.4.2 Should liability</p>	<p>10.4 Limitation of Liability</p> <p>10.4.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement.</p> <p>10.4.2 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of</p>	<p>A) AT&T-9State accepts Sprint's proposed change in</p>	

AT&T SOUTH CAROLINA and SPRINT CLEC
Decision Point List - CLEC
Attachment 7 - Billing

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Sprint language in bold italics

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		<p>provisions in this section 10.4.2 apply to the Agreement or this section?</p> <p>B) Section 10.4.3. What is the liability of the recording company with respect to incomplete data provided to the non-recording company?</p> <p>C) Section 10.4.4. What is the financial liability of the recording company to the non-recording company with respect to lost and unrecoverable message detail?</p>	<p>any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement Section where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.</p> <p>10.4.3 When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data, <i>at no charge</i>, must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company <i>shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company will retrieve and provide requested records up to twenty-four (24) months back on an individual case basis at a reasonable cost determined by the Recording Party.</i></p> <p>10.4.4 <i>If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, Assembly and Editing, rating, Message Processing, and/or transmission of message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it</i></p>	<p>section 10.4.2.</p> <p>B) No. AT&T does not keep such records for retransmission for 24 months. Therefore, Sprint's proposed language cannot be accepted by AT&T-9States.</p> <p>C) Yes. If either recording Party fails to provide AURs for billing the IXC to the non-recording party, then it is reasonable that recording Party should be liable for such lost revenues.</p>	

AT&T SOUTH CAROLINA and SPRINT CLEC
Decision Point List - CLEC
Attachment 7 - Billing

Legend: AT&T language in bold and underlined
Sprint language in bold italics

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<u>equal to the estimated net lost revenue associated with the lost message detail.</u> <i>Intentionally left blank.</i>		

AT&T SOUTH CAROLINA and SPRINT CLEC
Disputed Point List (DPL) - CLEC
Attachment 9 – PERFORMANCE MEASUREMENTS

Legend: AT&T language bolded and underlined
Sprint language in bold italics

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
AT&T Performance Measurements Issue 1	Attachment 9 – Performance Measurements Entire Attachment	What Performance Measurements language should be included in the Parties' Interconnection Agreement?	<p><i>BellSouth will follow the rulings of the state regulatory commissions pertaining to performance measurements and enforcement mechanisms that are now in effect or that become effective after execution of this Agreement. In the interim, the regional BellSouth Service Quality Measurements (SQM) document as posted on the BellSouth website will be followed in all states except Tennessee. In Tennessee, the attached SQM will be followed until superceded by a Tennessee Regulatory Authority ordered Tennessee specific SQM that shall be implemented without amendment to this Agreement.</i></p> <p>1.0 <u>General Provisions</u></p> <p>1.1 <u>The Performance Measurements Plans referenced herein, notwithstanding any provisions in any other attachment in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that AT&T-9STATE is limited to providing any particular manner of access. The Parties' rights and obligations to such access are</u></p>	AT&T's performance measurement language is appropriate because it fully states the parties' rights and obligations.	AT&T does not have a clear understanding of Sprint's position regarding Attachment 9, therefore, we rely on Sprint to provide input for itself.

AT&T SOUTH CAROLINA and SPRINT CLEC
Disputed Point List (DPL) - CLEC
Attachment 9 – PERFORMANCE MEASUREMENTS

Legend: AT&T language bolded and underlined
Sprint language in bold italics

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>defined elsewhere, including the relevant laws, FCC and Commission decisions/regulations, and within this Agreement.</u></p> <p>1.2 <u>AT&T-9STATE's implementation of the Performance Measurements Plans addressed by this Attachment (Performance Measurement Plans(s), the Plan(s) will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. The Parties agree that CLEC may not use the existence of such Plans as evidence that AT&T-9STATE has discriminated in the provision of any facilities or services under Section 251 or 252, or has violated any state or federal law or regulation. AT&T-9STATE's conduct underlying its performance, and the performance data provided under the Performance Measurements Plans, however, are not made inadmissible by these terms. AT&T-9STATE's performance as measured by these plans may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.</u></p> <p>1.3 <u>Nothing herein shall be interpreted to be a waiver of AT&T-9STATE's right to argue and</u></p>		

AT&T SOUTH CAROLINA and SPRINT CLEC
Disputed Point List (DPL) - CLEC
Attachment 9 – PERFORMANCE MEASUREMENTS

Legend: AT&T language bolded and underlined
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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<p><u>contend in any forum, in the future, that Sections 251 and 252 of the Telecommunications Act of 1996 do not impose any duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damages or remedy plan.</u></p> <p>2.0 <u>Region-Specific Provisions</u></p> <p><u>Except as otherwise provided herein, the Performance Measurements Plans most recently adopted or ordered by the respective Commission that approved this Agreement under Section 252(e) of the Act are incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plans (and supporting documents) in that proceeding or any successor proceeding shall be automatically incorporated into this Agreement by reference effective with the date of implementation of AT&T SOUTHEAST REGION 9-STATE pursuant to Commission order.</u></p>		

**AT&T SOUTH CAROLINA and SPRINT CLEC
Decision Point List (DPL)
ATTACHMENT 11 – PRICING SCHEDULE**

Legend: **AT&T language in bold and underlined**
Sprint language in bold italics

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
AT&T Attachment 11 - Pricing Schedule Issue 1	Pricing Schedule (Attachment 11) – Entire Attachment	AT&T Issue: Should the AT&T South Carolina proposed Pricing Schedule be included in the Parties' agreement. Sprint Issue: Note: AT&T has not received Sprint's specific concerns regarding the Pricing Schedule	Entire attachment	Yes, the AT&T Proposed Pricing Schedule should be included.	

AT&T SOUTH CAROLINA and SPRINT CLEC
Decision Point List (DPL)
ATTACHMENT 11a – PRICING SCHEDULE – Attachment with elements/\$ amounts

Legend: **AT&T language in bold and underlined**
Sprint language in bold italics

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
AT&T Attachment 11a – Pricing Schedule Issue 1	Pricing Schedule (Attachment 11a) – Contains elements and dollar amounts Entire Attachment	AT&T Issue: Should the AT&T proposed Pricing Schedule be included in the Parties' agreement. Sprint Issue: Note: AT&T has not received Sprint's specific concerns regarding the proposed prices	Entire attachment	Yes, the AT&T Proposed Prices for South Carolina should be included in the parties' interconnection agreement.	

AT&T-9STATE's
TRANSIT TRAFFIC SERVICE Exhibit
for Transit Traffic in SOUTH CAROLINA

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1.0 Introduction

- 1.1 This Transit Traffic Service Exhibit ("Exhibit") sets forth the rates, terms and conditions of **AT&T-9STATE's** Transit Traffic Service when **AT&T-9STATE** is acting as a Transit Service Provider. **AT&T-9STATE's** Transit Traffic Service is provided to other Telecommunications Carriers for Telecommunications Traffic that does not originate with (or terminate to) **AT&T-9STATE's** End User. Transit Traffic Service allows **[INSERT Customer Legal Name]** ("CLEC" as referenced as **"[INSERT Customer Short Name]"**) to exchange CLEC originated traffic with a Third Party Terminating Carrier to which it is not directly interconnected and receive traffic originated by a Third Party Originating Carrier utilizing **AT&T-9STATE's** Transit Traffic Service.
- 1.2 **AT&T-9STATE** offers this Transit Traffic Service Exhibit to interconnected Competitive Local Exchange Carriers ("Competitive LECs") or to interconnected Out of Exchange Local Exchange Carriers (OELECs) (i.e., carriers that interconnect with **AT&T-9STATE's** network but operate and/or provide Telecommunications Services outside of **AT&T-9STATE's** incumbent local exchange area).

2.0 Definitions

The definitions in this Transit Exhibit are for purposes of this Transit Exhibit only, and if the definitions herein conflict with any definitions in the General Terms and Conditions of the Agreement, then the definitions herein govern, for the purpose of this Transit Exhibit only.

- 2.1 "Calling Party Number" or "CPN" is as defined in 47 C.F.R. § 64.1600(c) ("CPN").
- 2.2 "Central Office Switch" means a switch, including, but not limited to an End Office Switch and a Tandem Switch.
- 2.3 "End Office" or "End Office Switch" is an **AT&T-9STATE** switch that directly terminates traffic to and receives traffic from End Users of local Exchange Services.
- 2.4 "Exchange Service" means Telephone Exchange Service as defined in the Telecommunications Act of 1996.
- 2.5 "ISP-Bound Traffic", for the purposes of this Transit Traffic Service Exhibit is defined as Telecommunications Traffic exchanged between CLEC's End User and an Internet Service Provider (ISP) served by a Third Party Terminating Carrier.
- 2.6 "IntraLATA Toll Traffic" is defined as traffic exchanged between CLEC's End Users and the end users of a Third Party Terminating Carrier which subtends an **AT&T-9STATE** Tandem, whereby the Transit Traffic originates in one mandatory local calling area and terminates in a different mandatory local calling area but where both mandatory local calling areas are within the same LATA. Such IntraLATA Toll Traffic must terminate to a Third Party Terminating Carrier's end user, whereby the Third Party Terminating Carrier is both the Section 251(b)(5) Traffic Provider and the IntraLATA toll provider (not sent through an IXC or an intermediary). For purposes of this Exhibit, traffic between CLEC's End Users that subscribe to one-way or two-way Optional Extended Area Service (Optional EAS) and the end user of a Third Party Terminating Carrier that is within the **AT&T-9STATE** local or mandatory exchanges that are covered by an Optional EAS Plan will be treated as IntraLATA Toll Traffic.
- 2.7 "Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

- 2.8 “Section 251(b)(5) Traffic” means Telecommunications Traffic in which the originating End User of one Party and the terminating End User of the other Party are both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or “General”) Exchange Tariff on file with the applicable state Commission or regulatory agency; or both physically located within neighboring ILEC Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes. For Section 251(b)(5) Traffic exchanged between CLEC’s End Users and the end users of a CMRS provider that terminates the call, such traffic shall originate and terminate within the same Major Trading Area (MTA) as defined in 47 CFR§ 24.202(a).
- 2.9 “Section 251(b)(5)/IntraLATA Toll Traffic” for the purposes of this Exhibit means, (i) Section 251(b)(5) Traffic, and/or (ii) ISP-bound Traffic, and/or (iii) IntraLATA Toll Traffic originating from an End User obtaining local dial tone from either Party where that Party is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.
- 2.10 “Tandem” or “Tandem Switch” is an AT&T-9STATE switch used to connect Trunks between and among other Central Office Switches.
- 2.11 “Third Party Trunk Group” (AT&T SOUTHEAST REGION 9-STATE) is a trunk group between CLEC and AT&T SOUTHEAST REGION 9-STATE’s Tandem that is designated and utilized to transport Traffic that neither originates with nor terminates to an AT&T SOUTHEAST REGION 9-STATE End User. All such traffic is collectively referred to as Third Party Traffic.
- 2.12 “Third Party Originating Carrier” means a Telecommunications Carrier (e.g., Competitive LEC, Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider or Out of Exchange Local Exchange Carrier (OELEC)) that originates Transit Traffic that transits AT&T-9STATE’s network and is delivered to CLEC.
- 2.13 “Third Party Terminating Carrier” means a Telecommunications Carrier to which traffic is terminated when CLEC uses AT&T-9STATE’s Transit Traffic Service (e.g., Competitive LEC, ILEC, CMRS provider or OELEC).
- 2.14 “Transit Service Provider” means AT&T-9STATE when providing its Transit Traffic Service.
- 2.15 “Transit Traffic” means traffic originating on CLEC’s network that is switched and/or transported by AT&T-9STATE and delivered to a Third Party’s network, or traffic originating on a Third Party’s network that is switched and/or transported by AT&T-9STATE and delivered to CLEC’s network. A call that is originated or terminated by a Competitive LEC purchasing local switching pursuant to a commercial agreement with AT&T-9STATE including, but not limited to; a Section 271 Local Switching (271-LS), Local Wholesale Complete, Wholesale Local Platform Service agreement(s) is not considered a transit call for the purposes of this Exhibit. Additionally, Transit Traffic may include but is not limited to, EAS calls and ELCS calls but does not include traffic to/from IXC’s.
- 2.16 “Transit Traffic Service” is an optional non Section 251 switching and intermediate transport service provided by AT&T-9STATE to CLEC where CLEC is directly interconnected with an AT&T-9STATE Tandem. AT&T-9STATE neither originates nor terminates Transit Traffic on its network, but acts only as an intermediary. For the purposes of this Exhibit, Transit Traffic Service is a service that is limited to Section 251(b)(5) Traffic, CMRS provider-bound traffic within the same LATA, ISP-Bound Traffic destined to the end users of a Third Party Terminating Carrier and is routed utilizing an AT&T-9STATE Tandem Switch where an AT&T-9STATE End User is neither the originating nor the terminating Party.

- 2.17 “Trunk” or “Trunk Group” means the switch port interface(s) and the communication path created to connect CLEC’s network with AT&T-9STATE’s network for the purpose of interconnection pursuant to the Act.

3.0 Responsibilities of the Parties

- 3.1 AT&T-9STATE will provide CLEC with AT&T-9STATE’s Transit Traffic Service to all Third Party Terminating Carriers with whom AT&T-9STATE is interconnected, but only in the LATA, or outside of the LATA to the extent a LATA boundary waiver exists.

- 3.2 Transit Traffic Service rates apply to all Transit Traffic that originates on CLEC’s network. Transit Traffic Service rates are only applicable when calls do not originate with (or terminate to) an AT&T-9STATE End User.

- 3.3 Transit Traffic Service rates apply to all minutes of use (MOUs) when CLEC sends Transit Traffic to a Third Party Terminating Carrier’s network. CLEC agrees to compensate AT&T-9STATE for the Transit Traffic Service provided at the rates set forth in the attached Transit Traffic Service Pricing Exhibit.

4.0 CLEC Originated Traffic

- 4.1 CLEC has the sole obligation to enter into traffic compensation arrangements with Third Party Terminating Carriers prior to delivering traffic to AT&T-9STATE for transiting to such Third Party Terminating Carriers. In no event will AT&T-9STATE have any liability to CLEC or any Third Party if CLEC fails to enter into such traffic compensation arrangements. In the event CLEC originates traffic that transits AT&T-9STATE’s network to reach a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement, then CLEC will indemnify, defend and hold harmless AT&T-9STATE against any and all Losses including, without limitation, charges levied by such Third Party Terminating Carrier. The Third Party Terminating Carrier and AT&T-9STATE will bill their respective charges directly to CLEC. AT&T-9STATE will not be required to function as a billing intermediary, e.g. clearinghouse. Under no circumstances will AT&T-9STATE be required to pay any termination charges to the Third Party Terminating Carrier.

- 4.2 In the event CLEC originates Transit Traffic destined for a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement and a regulatory agency or court orders AT&T-9STATE to pay such Third Party Telecommunications Carrier termination charges for the Transit Traffic AT&T-9STATE has delivered, CLEC will indemnify AT&T-9STATE for any and all charges, costs, expenses or other liability related to such order, including but not limited to termination charges, interest, and any billing and collection costs. In the event of any such proceeding, AT&T-9STATE agrees to allow CLEC to participate as a Party.

- 4.3 CLEC will be responsible for sending the Calling Party Number (CPN) for calls delivered to AT&T-9STATE’s network. CLEC shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-9STATE identifies improper, incorrect, or fraudulent use of local exchange services or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, CLEC agrees to cooperate to investigate and take corrective action. If CLEC is passing CPN but AT&T-9STATE is not properly receiving information, CLEC will work cooperatively to correct the problem. If the CPN is not received from the CLEC, AT&T-9STATE can not forward the CPN and CLEC will indemnify, defend and hold harmless AT&T-9STATE from any and all Losses arising out of the failure of any traffic transiting AT&T-9STATE’s network to have CPN.

- 4.4 CLEC, as a Telecommunications Carrier originating traffic, has the sole responsibility of providing appropriate information to identify transiting traffic to Third Party Terminating Carriers.

5.0 CLEC Terminated Traffic

- 5.1 CLEC shall not charge AT&T-9STATE when AT&T-9STATE provides Transit Traffic Service as the Transit Traffic Provider for calls terminated to CLEC.
- 5.2 When AT&T-9STATE, operating as a Transit Service Provider, routes Transit Traffic to CLEC from a Third Party Originating Carrier, AT&T-9STATE agrees to pass the originating CPN information to CLEC as provided by the Third Party Originating Carrier.
- 5.3 The Third Party Originating Carrier is responsible for sending the CPN for calls originating on its network and passed to the network of CLEC from AT&T-9STATE serving as the Transit Service Provider. Where AT&T-9STATE is providing a Transit Traffic Service, AT&T-9STATE will pass the Calling Party Number (CPN), if it is received from a Third Party Originating Carrier. If the CPN is not received from the Third Party Originating Carrier, AT&T-9STATE can not forward the CPN; therefore, CLEC will indemnify, defend and hold harmless AT&T-9STATE from any and all Losses. If AT&T-9STATE or CLEC identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from Third Party Originating Carrier, CLEC agrees to cooperate to work with Third Party Originating Carrier to investigate and take corrective action. If Third Party Originating Carrier is passing CPN but AT&T-9STATE or CLEC is not properly receiving information, CLEC will work cooperatively to correct the problem.
- 5.4 CLEC agrees to seek terminating compensation directly from the Third Party Originating Carrier. AT&T-9STATE, as the Transit Service Provider will not be obligated to pay for Transit Traffic or be considered as the default originator.

6.0 Transit Traffic Trunk Groups

- 6.1 AT&T SOUTHEAST REGION 9-STATE – Facilities and trunking (ordering, provisioning, servicing, etc.) pursuant to CLEC's Interconnection Agreement(s) for Transit Trunk Groups or Third Party Trunk Groups will be utilized for the routing of Transit Traffic.
- 6.2 Transit Traffic not routed to the appropriate AT&T-9STATE Tandem shall be considered misrouted. Transit Traffic routed at or through any AT&T-9STATE End Office Switch shall be considered misrouted.
- 6.3 Upon written notification from AT&T-9STATE of misrouting of Transit Traffic by CLEC as identified above, CLEC will take appropriate action and correct such misrouting within a reasonably practical period of time (no longer than 60 calendar days) after receipt of notification of such misrouting.

7.0 Direct Trunking Requirements

- 7.1 When Transit Traffic from CLEC routed through the AT&T-9STATE Tandem to another Local Exchange Carrier, CLEC or wireless carrier, requires twenty-four (24) or more trunks, upon AT&T-9STATE written request, CLEC shall establish a direct trunk group or alternate transit arrangement between itself and the other Local Exchange Carrier, CLEC or wireless carrier within sixty (60) calendar days. CLEC shall route Transit Traffic via AT&T-9STATE's Tandem switches, and not through any AT&T-9STATE End Offices. Once this trunk group has been established, CLEC agrees to cease routing Transit Traffic through the AT&T-9STATE Tandem to the Third Party Terminating Carrier, unless the Parties mutually agree otherwise.

8.0 Transit Traffic Rate Application

- 8.1 Unless otherwise specified, Transit Traffic Services rates apply to all MOUs when CLEC sends Transit Traffic to a Third Party Terminating Carrier's network through AT&T-9STATE's tandem switch where an AT&T-9STATE End User is neither the originating nor the terminating Party. CLEC agrees to compensate AT&T-9STATE operating as a Transit Service Provider at the applicable rates set forth in Transit Traffic Service Pricing Exhibit.

8.1.1 Transit Rate Elements – the following rate elements apply, (the corresponding rates are specified in Transit Traffic Service Pricing Exhibit, attached hereto):

8.1.1.1 **AT&T SOUTHEAST REGION 9-STATE**

Tandem Intermediary Charge (TIC) - charge for Transit Service on a per MOU basis

8.2 **AT&T SOUTHEAST REGION 9-STATE** Traffic between CLEC and Wireless Type 1 Third Parties or Wireless Type 2A Third Parties that do not engage in Meet Point Billing with **AT&T SOUTHEAST REGION 9-STATE** shall not be treated as Transit Traffic from a routing or billing perspective until such time as such traffic is identifiable as Transit Traffic.

8.3 **AT&T SOUTHEAST REGION 9-STATE** CLEC shall send all IntraLATA toll traffic to be terminated by an independent telephone company to the End User's IntraLATA toll provider and shall not send such traffic to **AT&T SOUTHEAST REGION 9-STATE** as Transit Traffic. IntraLATA toll traffic shall be any traffic that originates outside of the terminating independent telephone company's local calling area.

Traffic Traffic Service Pricing Exhibit																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				</
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